# THE REAL ESTATE EDUCATOR

PAYNE

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*"Multum in Parvo"*

THE

# Real Estate Educator

A Repository of useful Information for Ready Reference, especially designed for Real Estate Agents, Operators, Builders, Contractors, Manufacturers, and Business Men.

By

F. M. PAYNE.

T. J. CAREY & CO.,
143 West 96th Street, New York

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# PREFACE

In this age of general activity the Business Man, Real Estate Agent, Contractor, and Investor above all others, is generally pressed for time.

He has no leisure to search through large reference works to obtain "Pointers" relative to his business. He is nevertheless conscious of the fact that there are many things pertaining to his vocation he ought to know; but hasn't the time to study them out. This ready reference manual is pre-eminently adapted to fill this want, and its contents are so arranged he can obtain the most desired information at a glance.

I take this opportunity of thanking the many friends who have assisted me in various ways in the preparation of the work. My thanks are especially due to Mr. Ashley M. Herron, whose suggestions and contributions have been highly appreciated.

I also wish to acknowledge my indebtedness to Mr. Edward J. Dunn for his valued assistance in the technical part of the work.

Having endeavored to insert only such information as will be useful and beneficial to many, I venture to hope my efforts will meet with the approval of the public.

F. M. PAYNE.

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**143 West 96th Street** **New York**

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## "DON'TS"

**Don't** make a contract on Sunday or Holiday, unless ratified on a week day.

---

**Don't** make a contract with one who is intoxicated.

---

**Don't** make a contract with an incompetent.

---

**Don't** make a contract with a minor.

---

**Don't** fail to specify a consideration in every written contract.

Don't forget that contracts may be written or oral.

---

Don't forget that you are entitled to interest on a sum due under a contract.

---

Don't tender a sum due on a contract except the exact amount in legal tender.

---

Don't forget that contracts under seal can only be amended, altered and nullified by an instrument under seal.

---

Don't forget that the essentials of a legal contract are: the parties, the consideration, the assent of the parties, and the subject matter of the contract.

**Don't** forget that every contract involving more than $50 must be in writing.

---

**Don't** forget that every contract not to be performed within a year must be in writing.

---

**Don't** endeavor to enforce a contract against a party's estate unless he bound his legal representatives.

---

**Don't** forget that the construction of a contract is governed by the intent of the parties.

---

**Don't** forget that a contract must be read as a whole.

**Don't** sue for damages unless proof can be adduced of the amount.

---

**Don't** delay in rescinding a fraudulent contract.

---

**Don't** forget that a court will only construe a contract reasonably and will always give the language the usual meaning.

---

**Don't** enter into a contract with one who is illiterate, deaf, dumb, or blind, unless witnesses are present, and then only with great caution.

---

**Don't** forget that a contract made in pencil is valid.

**Don't** fail to have all parties to a contract sign their full names legibly.

---

**Don't** offer to perform a contract unless you are able to do so.

---

**Don't** forget that a plea of ignorance of the law will not help you out of a bad bargain.

---

**Don't** make a contract with one under duress, restraint or compulsion.

---

**Don't** assume that silence is assent. Obtain a written or oral statement showing a meeting of minds.

## CONTRACTS

**Don't** make a contract with a married woman, unless it concerns her own private estate.

---

**Don't** make a contract with a party who cannot sign his name, unless he makes his mark and same is witnessed by a third person.

---

**Don't** fail to have the language and terms of every contract clear and lucid.

---

**Don't** fail to cover every possible contingency.

---

**Don't** consent to an illegal or wrongful act.

**Don't** forget that marriage is a contract.

---

**Don't** forget that a judgment carries interest.

---

**Don't** endeavor to hold a man liable for what is known as the "act of God" which prevents the performance of a contract.

---

**Don't** sell property pledged under contract, without due notice to pledgor, or without a waiver of notice in the contract.

---

**Don't** think the Court will relieve you from the result of your own negligence, stupidity or ignorance.

**Don't** fail to note all changes and alterations in a contract, as having been made before execution.

---

**Don't** refuse to accept an agreement because your name is spelled wrongly in the body; sign correctly and note error.

---

**Don't** forget that a husband is liable for his wife's contracts for necessaries.

---

**Don't** forget that impossible considerations are wholly bad and insufficient.

---

**Don't** endeavor to enforce a contract when the consideration has failed.

**Don't** forget that the guaranty of an indebtedness must be in writing.

---

**Don't** forget that in releasing one of several joint obligors you release all.

---

**Don't** forget that in releasing the principal obligor you release the surety.

---

**Don't** endeavor to withdraw a bid after the property has been "knocked down" to you.

---

**Don't** fail to satisfy yourself of an agent's authority to bind his principal before accepting a contract signed by him.

## LANDLORD AND TENANT

**Don't** rent property except by written lease, unless for less than one year.

---

**Don't** fail to have every lease clear in its terms.

---

**Don't** depend on an oral promise of a landlord collateral to a lease.

---

**Don't** forget that a written lease cannot be varied by parole evidence.

---

**Don't** think that a landlord must make inside repairs unless they are specified in the lease.

**Don't** put any permanent articles in leased premises, as, if built in or firmly fixed to the premises, they become fixtures and cannot be removed.

---

**Don't** omit recording a lease when the period is three years or more.

---

**Don't** take a sublease without the consent of the landlord.

---

**Don't** forget that a cancellation of a lease under seal must be by an instrument under seal.

---

**Don't** fail to give monthly tenants notice to vacate before dispossessing them.

**Don't** fail to demand the exact sum due for rent before dispossessing a tenant.

---

**Don't** sue for trespass upon your land when a tenant is the trespasser.

---

**Don't** think you are released from the payment of rent simply because the landlord may accept the keys of the premises when you vacate same.

---

**Don't** think a landlord is bound, without special covenants, to do more than keep the premises tenantable.

---

**Don't** expect a notice to vacate upon the expiration of your lease, as none is necessary.

**Don't** vacate the premises until all questions of ownership of fixtures, additions, etc., have been settled in writing.

---

**Don't** move into premises until you get your written lease or agreement.

---

**Don't** allow a provision not to sublet deter you from putting in a tenant of same standing as yourself.

---

**Don't** forget if you are a sub-tenant you may, upon default made by your lessor, pay the rent due and save the lease.

---

**Don't** think that you can get rid of responsibility for rent by putting a tenant in your place.

**Don't** forget that a warrant of dispossess terminates a lease.

---

**Don't** think you are excused from paying back rent because the landlord ejects you for non-payment. He is entitled to a judgment.

---

**Don't** forget that the acceptance of rent from a sublessee is a consent to the subtenancy.

---

**Don't** reject a lease without date. Your tenancy would date from occupation.

---

**Don't** forget that a tenant takes the premises for "better or worse."

**Don't** think you will be obliged to pay taxes or assessments in absence of special covenant.

---

**Don't** think that a landlord can look to a tenant to make general or substantial repairs.

---

**Don't** accept the lease until it contains the names of parties, description of premises, time to run, amount of rent, and how paid.

---

**Don't** think that an immaterial error invalidates a lease.

---

**Don't** fail to leave premises in the same condition in which you entered them, less reasonable wear and tear.

**Don't** imagine that the law obliges a tenant to show the premises, except where the lease so provides.

---

**Don't** sign a lease unless it provides for the contingency of fire.

---

**Don't** forget that on a suit for rent by landlord, the tenant may counter-claim for all damages caused him by landlord's neglect.

**Don't** forget that liens take effect according to priority in recording or filing same.

---

**Don't** attempt to lien premises for labor and materials furnished a tenant, except where done or delivered with the landlord's consent.

---

**Don't** forget that the right of dower is a lien on real estate.

---

**Don't** forget that a lien is only conditional and must be foreclosed to be effective.

---

**Don't** forget that a mechanic's lien is valid for one year.

**Don't** make a payment to a contractor without first ascertaining if the property has been liened for work done or materials furnished at his request.

---

**Don't** accept any receipt for arrears of taxes, unless issued by the proper officer.

---

**Don't** pay a judgment, or satisfy any lien for which you are jointly liable with others, unless you receive an assignment so as to enforce contribution from the joint obligors.

---

**Don't** allow a judgment to be docketed against you if you have any possible defense to the action, especially if you own real estate.

---

**Don't** forget that a judgment is a lien on real estate only in the county where the judgment is docketed.

**Don't** think that a judgment lien attaches to personal property, unless levied upon under execution.

---

**Don't** imagine that a judgment lien of one state may not be transferred to another by proper legal action on the judgment.

---

**Don't** forget that a judgment is a lien on real property for only ten years.

---

**Don't** forget that a judgment lien may be renewed by action after ten years.

---

**Don't** accept a satisfaction of judgment unless properly signed and acknowledged.

**Don't** forget that you cannot obtain a judgment for more than you demand in the complaint.

---

**Don't** think you have any greater lien upon a thing found than the expenses incurred in advertising.

---

**Don't** foreclose a lien without giving statutory or other notice.

---

**Don't** close a title to real estate without making a search for all liens and incumbrances.

---

**Don't** accept a deed from a person when there is a judgment against a person of the same name, unless proof by affidavit is given that the grantor is not the judgment debtor.

**Don't** forget that a lien is an incumbrance upon real or personal property.

---

**Don't** pay off a lien unless it is satisfied by the lienor upon payment.

---

**Don't** fail to examine the statute permitting the recording of a lien, as soon as same comes to your knowledge.

---

**Don't** forget that the holder of a lease may mortgage same.

---

**Don't** forget that the owner of a life estate may mortgage his interest.

**Don't** forget that a judgment lien will not attach to real estate unless the judgment or a transcript thereof is filed and recorded in the county in which the real estate is located.

---

**Don't** expect that a lien of attachment or execution will attach to personal property until levy made by sheriff.

---

**Don't** forget that you cannot have a lien upon personal property without possession.

---

**Don't** fail to remember that the same defences may be made to a lien in an assignee's as in one's own hands.

---

**Don't** forget that one who has supplied material for the construction of a building may file a lien to secure payment therefor.

**Don't** forget that a contractor or workman may file a mechanic's lien upon real estate for any services in connection therewith.

---

**Don't** forget that a mechanic's lien attaches to the soil, where the structure formerly upon same is destroyed.

---

**Don't** forget that a mechanic's lien will attach to mortgaged premises to the extent of the owner's equity therein.

---

**Don't** suppose that the disposition by will, or the conveyance of real estate will avoid or invalidate any lien or incumbrance thereon at the time.

---

**Don't** forget that all liens are property and may be assigned and transferred.

**Don't** compromise the amount due under a lien unless a written agreement of compromise is entered into, or the lien is satisfied, or satisfaction be delivered.

---

**Don't** forget that a judgment carries interest at the legal rate.

---

**Don't** omit to collect interest upon the foreclosure of a lien.

---

**Don't** forget that a prior lien gives a prior claim which is entitled to prior satisfaction out of the subject it binds.

---

**Don't** forget that liens exist by common law, or are created either by usage or statute or by express agreement of the parties.

**Don't** forget that continued possession of the property liened is indispensable and an abandonment of possession divests the lienor of his lien.

---

**Don't** forget that as a general proposition there can be no lien where credit is given.

---

**Don't** forget that possession without right gives no lien.

**Don't** forget that a note is a contract.

---

**Don't** accept a note carrying interest at a rate greater than the legal rate.

---

**Don't** refuse to accept a note because it is written in pencil, or signed with a cross, if it is properly witnessed.

---

**Don't** indorse for a friend thinking you can escape liability to innocent holders for value.

---

**Don't** forget that a promissory note held by an innocent third party without notice and for value cuts off all usual defences.

**Don't** fail to demand payment of a note at time and place therein mentioned.

---

**Don't** fail to give notice of protest to all endorsers.

---

**Don't** refuse to accept a note because it is indorsed out of the usual way.

---

**Don't** ask a holder to strike your name from a note except in the presence of a witness.

---

**Don't** forget that by releasing the maker of a note you also release the indorser.

Don't forget that you may make a note payable to your own order and indorse it in blank.

---

Don't fail to write "without recourse" above your name, if you wish to avoid the responsibilities of indorser.

---

Don't date a note on Sunday.

---

Don't forget that you may sue on a lost note.

---

Don't indorse a note unless you are willing to pay it.

**Don't** delay presenting a check or draft.

---

**Don't** forget that the note of a minor is not binding upon him.

---

**Don't** forget that a demand note may be presented at any time.

---

**Don't** forget that the consideration for a note can be proved upon the trial even though not stated in the note.

---

**Don't** accept interest on commercial paper unless payment is endorsed thereon.

**Don't** forget that a note transferred after maturity is open to all defences even in the hands of an innocent person.

---

**Don't** take a note when the suspicion of fraud attaches.

---

**Don't** forget that every negotiable instrument is payable at the time fixed therein WITHOUT GRACE.

---

**Don't** forget that when the day of maturity falls upon Sunday, or a holiday, the instrument is payable on the next succeeding business day.

---

**Don't** take a note indorsed in full, unless the specified person has indorsed.

**Don't** forget that a special indorsement to yourself makes a note worthless if lost or stolen.

---

**Don't** suppose that a mem. check is not good in the hands of an innocent third party for value.

**Don't** enter into a partnership without carefully drawn articles of agreement.

---

**Don't** fail to cover every contingency in the articles.

---

**Don't** let a lawyer draw them without your assistance.

---

**Don't** put up cash against another man's promissory note, unless you know he is financially responsible.

---

**Don't** forget that if a person uses your name for trade purposes you will be assuming all the debts of the business.

## PARTNERSHIP

**Don't** enter into a partnership with one whom you cannot absolutely trust.

---

**Don't** continue a partnership with one who has destroyed your faith and confidence.

---

**Don't** forget that a partner's interest may be attached to pay his debts.

---

**Don't** enter into a partnership unless the term of the continuation thereof is fixed.

---

**Don't** forget that a partner who pays the firm's debts can force contribution from his copartners.

## PARTNERSHIP

**Don't** forget that entrance into an existing business will probably impose upon you the liability for its debts.

---

**Don't** fail to publish the notice of dissolution of a firm and notify all creditors.

---

**Don't** become active in the business if you are a special partner, as such conduct imposes upon you full liability for all indebtedness.

---

**Don't** forget that a creditor of a partnership may compel an individual partner to pay if the partnership assets are not sufficient.

---

**Don't** dissolve a partnership without appointing some person to wind up the business.

## PARTNERSHIP

**Don't** think that where one partner takes all the assets and agrees to pay the debts that all the other partners are released as to the creditors of the firm.

---

**Don't** forget that the release of one partner releases the others.

---

**Don't** permit a partner to speculate, or to indorse accommodation paper.

---

**Don't** continue a partnership after the expiration of the articles without a definite agreement of extension.

---

**Don't** change the make up of a partnership without notice to the public and the clients and creditors of the firm.

## PARTNERSHIP

**Don't** dissolve a partnership without written agreement, signed by all the partners providing for the winding up of the business.

---

**Don't** permit the appointment of a receiver of a partnership if it can be avoided.

---

**Don't** forget that the death of a partner dissolves the partnership.

---

**Don't** do anything outside of the usual routine of business without the consent of all your partners.

---

**Don't** forget that the wrongful acts of a partner are binding upon the firm when done for its benefit.

**Don't** endeavor to continue a partnership when the interest of a partner has been attached or sold under a judgment.

---

**Don't** forget that real property held in a firm name makes the partners tenants in common.

---

**Don't** allow one partner to hold real estate for the firm, without having the record show his trust capacity.

---

**Don't** forget that the completion of a partnership project for which it was formed terminates the partnership.

---

**Don't** forget that if you retire from a firm, you must absolutely sever all connection with the business.

## PARTNERSHIP

**Don't** put money into, or leave money in a partnership unless you desire to be responsible for its debts.

---

**Don't** enter into a partnership with a minor, without remembering that he may disavow all liability upon reaching his majority.

---

**Don't** forget that your personal estate is obligated for all partnership debts.

---

**Don't** forget that you may form a partnership limiting your liability.

---

**Don't** enter into a special partnership unless all the provisions of law relating to same are duly complied with.

**Don't** forget that where no term of partnership is stated in the articles it may be terminated at the will of any partner.

---

**Don't** forget that upon the termination of a partnership, the partners become tenants in common.

---

**Don't** accept any instrument under seal intended as a partnership obligation without the signature of each partner.

---

**Don't** forget that a partner who makes a secret profit in partnership dealings is liable to his partners to the extent of same.

---

**Don't** forget that under a judgment, the creditors of a partner may sell his interest in the assets of the business and compel an accounting.

**Don't** accept a deed that is not signed, sealed, witnessed and acknowledged.

---

**Don't** fail to have all interlineations in a deed noted at the foot of same before execution.

---

**Don't** accept the deed of a minor.

---

**Don't** accept the deed of an incompetent or an habitual drunkard.

---

**Don't** accept the deed of a partnership, unless all the partners join therein.

**Don't** accept the deed of a corporation unless it is executed in accordance with statute.

---

**Don't** fail to record a deed promptly.

---

**Don't** fail to remember that you cannot give a better title than you have.

---

**Don't** fail to remember that you cannot take better title than the grantor has.

---

**Don't** permit any person to accept title to property for you unless the record shows that same is held in trust.

**Don't** fail to remember that where the description of property contains the language "more or less" that the same is merely generally correct.

---

**Don't** forget that a life tenant cannot substantially alter property.

---

**Don't** forget that one of several tenants in common may alien his interest.

---

**Don't** forget that title to land carries with it all rights to air above and contents of the soil below.

---

**Don't** forget that a life tenant cannot injure the property.

**Don't** fail to remember that a grantor is not compelled to accept anything but legal tender at time of conveying.

---

**Don't** forget that you cannot hold a man for a defective title where a mere quit-claim deed is given.

---

**Don't** accept the deed of an executor unless a specific power of sale appears in the will appointing him, or he is duly authorized to sell by court.

---

**Don't** pay a bond and mortgage unless same are delivered to you with a satisfaction-piece.

---

**Don't** pay an installment on a mortgage unless it is endorsed on the bond.

**Don't** forget that in New York the satisfaction-piece and mortgage must be filed together before a mortgage can be satisfied of record.

---

**Don't** accept a deed from a married woman unless her husband joins therein.

---

**Don't** accept a deed from a married man unless his wife joins therein.

---

**Don't** fail to have the deed state that the grantor is single, if such is the case.

---

**Don't** fail to have a deed delivered as this is essential.

**Don't** fail to remember that a wife has a dower right in a husband's real estate which can only be released by proper instrument.

---

**Don't** accept the acknowledgment of a deaf and dumb, blind, or illiterate person to a deed or mortgage without the exercise of the greatest caution.

---

**Don't** accept the deed of a man who cannot produce his wife or prove he is not married.

---

**Don't** pay over the entire consideration so long as taxes or any other lien remains unsatisfied.

---

**Don't** fail to assure yourself that the deed accurately describes the property to be conveyed.

**Don't** take a deed from an alien.

---

**Don't** fail to have the consideration stated in the deed.

---

**Don't** think that an executory contract for the purchase of property gives you any title.

---

**Don't** think that a grantee can make a defense against a mortgage on ground of usury, when he had no knowledge of it upon taking the title, and took the property subject to it.

---

**Don't** acknowledge the execution of a deed in your own name unless you are actually the owner.

**Don't** forget that a minor may act as a witness to a deed.

---

**Don't** fail to record a mortgage or deed at once.

---

**Don't** purchase any property or accept a deed without making a careful search of the title.

---

**Don't** forget that a life tenant must pay the interest on a mortgage.

---

**Don't** accept a mortgage unless the wife joins therein.

**Don't** forget that a wife does not need to join in a purchase money mortgage.

---

**Don't** fail to have a purchase money mortgage state that it is such.

---

**Don't** date a deed or mortgage later than the date of its acknowledgment.

---

**Don't** join the wife with the husband in expressing the covenants of a deed, where he conveys the title.

---

**Don't** be less careful with a mortgage than if you were taking a deed for the property.

**Don't** pay off a mortgage until you receive a properly-executed satisfaction.

---

**Don't** loan money on real property unless the owner executes both a bond and mortgage to you.

---

**Don't** pay for real property until all the defects in the title have been perfectly cured.

---

**Don't** take title to a house and lot from an infant unless the court orders the sale.

## CHATTEL MORTGAGES

**Don't** neglect to have a chattel mortgage signed, sealed and filed.

---

**Don't** delay the filing of a chattel mortgage or a copy of same.

---

**Don't** forget that a chattel mortgage is a lien only for one year.

---

**Don't** fail to file a renewal statement within 30 days next preceding the expiration of each period of one year from the date when the mortgage was originally filed. *A renewal keeps the lien alive.*

---

**Don't** file a chattel mortgage in the County Clerk's office, if there is a Register in the county.

## CHATTEL MORTGAGES

**Don't** insist upon a printed form, or any particular language in same.

---

**Don't** forget that a chattel mortgage does not cover after acquired property.

---

**Don't** fail to state in the chattel mortgage or in the schedule annexed, every article to be mortgaged.

---

**Don't** consider a chattel mortgage as anything but a conditional sale.

---

**Don't** hesitate to mortgage trade "fixtures" which may have been placed in leased premises.

## CHATTEL MORTGAGES

**Don't** pay an installment upon a debt secured by a chattel mortgage unless a written receipt is given.

---

**Don't** remove mortgaged chattels without written consent.

---

**Don't** remove mortgaged chattels from the county.

---

**Don't** permit the mortgage debt to be made payable on demand.

---

**Don't** fail to obtain a satisfaction-piece when a mortgage is fully paid.

## CHATTEL MORTGAGES

**Don't** mortgage merchandise stock, unless a carefully drawn clause is inserted in the mortgage making the mortgagor the agent of the mortgagee to sell said merchandise and account for and apply the receipts as received on account of the mortgage debt.

---

**Don't** forget—that the Register's office of New York County has installed a locality title examining plant costing over $500,000.

---

**Don't** forget—that the Register's office makes official searches for property in New York County which are guaranteed by the City of New York.

---

**Don't** forget—that the Register's office issues "Last Owner's Cards" giving the name of the owner of any lot in New York County for twenty-five cents each.

# COMMISSIONS

## STANDARD COMMISSIONS

| | | Per Cent. |
|---|---|---|
| 1st. | For selling real estate within the limits of New York and Brooklyn ..... | 5% |
| | Leaseholds ..... | 3¾% |
| 2d. | For selling real estate in the suburbs of New York and Brooklyn and country property ..... | 5% |
| 3d. | Western and Southern lands. | 5 |
| 4th. | Selling leases and leaseholds in the suburbs of New York. | 5 |
| 5th. | Procuring loans, 1 per cent., or by agreement. | |

In the case of exchanges, a full commission shall be paid on each side. No sales shall be made for a commission of less than $25.

Should the title of property prove imperfect, whereby a sale cannot be consummated, the claim for commissions shall not be invalidated thereby.

Brokerage shall be deemed to be earned when the price and terms are arranged between buyer and seller, the minds of both parties having fully met. It shall be due and payable when the contract is signed.

# COMMISSIONS

## USUAL COMMISSIONS TO AGENTS FOR MANAGEMENT OF PROPERTY

| | Per Cent. |
|---|---|
| Renting for a term of one and under three years, on first year's rental.. | 8¾% |
| Renting for less than one year, by special agreement. Leasing for a term of three years and upward, on gross rental, except by special agreement ..... | 1½% |
| Leasing country property, first year. | 5 |
| Each subsequent year, to same party ..... | 2½ |
| On renting and collecting, excepting by special agreement..... | 5 |

---

## STANDARD APPRAISEMENT CHARGES

For appraising real estate in the Boroughs of Manhattan, Bronx and Brooklyn, from $10 to ¼ of 1 per cent. upon valuation.

Suburban property, ½ of 1 per cent., or according to agreement.

## BINDER FOR SALE OF REAL ESTATE

_____ sells by good and marketable title, and

_____ buys the premises in the Borough of _____ City of _____ known as Number _____, shown on diagram below.

Approximate size _____

Terms as follows:

Price _____ Dollars, $_____

Paid this day _____ Dollars, $_____

The parties to meet at the office of _____ _____, on _____ 190 , at _____ M., when there shall be paid a further sum of _____ Dollars, $_____ and contract will be executed, embodying any changes in this agreement that may be agreed upon.

Subject to existing mortgages at _____%, expiring _____, _____ Dollars, $_____

Purchase money mortgage at _____%.

## THE "HOFMAN" RULE

The rule formulated by Judge Hofman is designed to give the value of any part of a lot running from 10 feet deep to 100 feet. It gives the percentage of the part lot as it varies in depth, based on a $1,000 lot 25 feet front and 100 feet deep.

A table giving the "Hofman" Rule in detail will be found on the next page.

---

## ANOTHER METHOD

A Percentage Table for determining the value of full depth lots which are less or more than 25 feet front will be found on page 64 giving this method in full detail.

# THE "HOFMAN" RULE

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| 25 | x | 10 | feet | $ | 160 | or | .16 | per cent. | of | the whole value. |
| 25 | x | 15 | feet | | 235 | or | 23.50 | per cent. | of | the whole value. |
| 25 | x | 20 | feet | | 310 | or | 31 | per cent. | of | the whole value. |
| 25 | x | 25 | feet | | 370 | or | 37 | per cent. | of | the whole value. |
| 25 | x | 30 | feet | | 440 | or | 44 | per cent. | of | the whole value. |
| 25 | x | 35 | feet | | 500 | or | 50 | per cent. | of | the whole value. |
| 25 | x | 40 | feet | | 560 | or | 56 | per cent. | of | the whole value. |
| 25 | x | 45 | feet | | 615 | or | 61.50 | per cent | of | the whole value. |
| 25 | x | 50 | feet | | 670 | or | 67 | per cent. | of | the whole value. |
| 25 | x | 55 | feet | | 715 | or | 71.50 | per cent. | of | the whole value. |
| 25 | x | 60 | feet | | 760 | or | 76 | per cent. | of | the whole value. |
| 25 | x | 65 | feet | | 800 | or | 80 | per cent. | of | the whole value. |
| 25 | x | 70 | feet | | 840 | or | 84 | per cent. | of | the whole value. |
| 25 | x | 75 | feet | | 875 | or | 87.50 | per cent. | of | the whole value. |
| 25 | x | 80 | feet | | 910 | or | 91 | per cent. | of | the whole value. |
| 25 | x | 85 | feet | | 935 | or | 93.50 | per cent. | of | the whole value. |
| 25 | x | 90 | feet | | 960 | or | 96 | per cent. | of | the whole value. |
| 25 | x | 95 | feet | | 980 | or | 98 | per cent. | of | the whole value. |
| 25 | x | 100 | feet | | 1,000 | or | 100 | per cent. | of | the whole value. |

# ANOTHER METHOD

| Ft. Front | Percentage | Value | Ft. Front | Percentage | Value |
|---|---|---|---|---|---|
| 12 | 42 | $12,600 | 31 | 118 | $35,400 |
| 13 | 45 | 13,500 | 32 | 122 | 36,600 |
| 14 | 48 | 14,400 | 33 | 126 | 37,800 |
| 15 | 51 | 15,300 | 34 | 130 | 39,000 |
| 16 | 55 | 16,500 | 35 | 134 | 40,200 |
| 17 | 59 | 17,700 | 36 | 138 | 41,400 |
| 18 | 63 | 18,900 | 37 | 143 | 42,900 |
| 19 | 67 | 20,100 | 38 | 148 | 44,400 |
| 20 | 72 | 21,600 | 39 | 153 | 45,900 |
| 21 | 77 | 23,100 | 40 | 158 | 47,400 |
| 22 | 82 | 24,600 | 41 | 164 | 49,200 |
| 23 | 88 | 26,400 | 42 | 170 | 51,000 |
| 24 | 96 | 28,800 | 43 | 176 | 52,800 |
| 25 | 100 | 30,000 | 44 | 182 | 54,600 |
| 26 | 103 | 30,900 | 45 | 188 | 56,400 |
| 27 | 106 | 31,800 | 46 | 194 | 58,200 |
| 28 | 109 | 32,700 | 47 | 201 | 60,300 |
| 29 | 112 | 33,600 | 48 | 208 | 62,400 |
| 30 | 115 | 34,500 | 49 | 216 | 64,800 |

## WAGES TABLE.

**Table for Calculating Wages, from One Hour to Six Days, at from $1 to $20 Per Week.**

| *For 6 Days* | *1 Day* | *3 Days* | *1 Hr.* | *2 Hrs.* | *3 Hrs.* | *4 Hrs.* | *5 Hrs.* |
|---|---|---|---|---|---|---|---|
| $1.00 | .16⅔ | .50 | .01⅔ | .03⅓ | .05 | .06⅔ | .08⅓ |
| 1.50 | .25 | .75 | .02½ | .05 | .07½ | .10 | .12½ |
| 2.00 | .33⅓ | 1.00 | .03⅓ | .06⅔ | .10 | .13½ | .16⅔ |
| 2.50 | .41⅔ | 1.25 | .04⅙ | .08⅓ | .12½ | .16⅔ | .20⅚ |
| 3.00 | .50 | 1.50 | .05 | .10 | .15 | .20 | .25 |
| 3.50 | .58⅓ | 1.75 | .05⅚ | .11⅔ | .17½ | .23⅓ | .29⅙ |
| 4.00 | .66⅔ | 2.00 | .06⅔ | .13⅓ | .20 | .26⅔ | .33⅓ |
| 4.50 | .75 | 2.25 | .07½ | .15 | .22½ | .30 | .37½ |
| 5.00 | .83⅓ | 2.50 | .08⅓ | .16⅔ | .25 | .33⅓ | .41⅔ |
| 5.50 | .91⅔ | 2.75 | .09⅙ | .18⅔ | .27½ | .36⅔ | .45⅚ |
| 6.00 | 1.00 | 3.00 | .10 | .20 | .30 | .40 | .50 |
| 6.50 | 1.08⅓ | 3.25 | .10⅚ | .21⅔ | .32½ | .43⅓ | .54⅙ |
| 7.00 | 1.16⅔ | 3.50 | .11⅔ | .23⅓ | .35 | .46⅔ | .58⅓ |
| 7.50 | 1.25 | 3.75 | .12½ | .25 | .37½ | .50 | .62½ |
| 8.00 | 1.33⅓ | 4.00 | .13⅓ | .26⅔ | .40 | .53⅓ | .66⅔ |
| 8.50 | 1.41⅔ | 4.25 | .14⅙ | .28⅓ | .42½ | .56⅔ | .70⅚ |
| 9.00 | 1.50 | 4.50 | .15 | .30 | .45 | .60 | .75 |
| 9.50 | 1.58⅓ | 4.75 | .15⅚ | .31⅔ | .47½ | .63⅓ | .79⅙ |
| 10.00 | 1.66⅔ | 5.00 | .16⅔ | .33⅓ | .50 | .66⅔ | .83⅓ |
| 10.50 | 1.75 | 5.25 | .17½ | .35 | .52½ | .70 | .87½ |
| 11.00 | 1.83⅓ | 5.50 | .18⅓ | .36⅔ | .55 | .73⅓ | .91⅔ |
| 11.50 | 1.91⅔ | 5.75 | .19⅙ | .38⅓ | .57½ | .76⅔ | .95⅚ |
| 12.00 | 2.00 | 6.00 | .20 | .40 | .60 | .80 | 1.00 |
| 13.00 | 2.16⅔ | 6.50 | .21⅔ | .43⅓ | .65 | .86⅔ | 1.08⅓ |
| 14.00 | 2.33⅓ | 7.00 | .23⅓ | .46⅔ | .70 | .93⅓ | 1.16⅔ |
| 15.00 | 2.50 | 7.50 | .25 | .50 | .75 | 1.00 | 1.25 |
| 16.00 | 2.66⅔ | 8.00 | .26⅔ | .53⅓ | .80 | 1.06⅔ | 1.33⅓ |
| 17.00 | 2.83⅓ | 8.50 | .28⅓ | .56⅔ | .85 | 1.13⅓ | 1.41⅔ |
| 18.00 | 3.00 | 9.00 | .30 | .60 | .90 | 1.20 | 1.50 |
| 19.00 | 3.16⅔ | 9.50 | .31⅔ | .63⅓ | .95 | 1.26⅔ | 1.58⅓ |
| 20.00 | 3.33⅓ | $10. | .33⅓ | .66⅔ | $1. | 1.33⅓ | 1.66⅔ |

**Note.**—If the required sum is not in the table, double some number; for instance, if the salary or wages is $30.00, double the sum opposite $15.00, and so on with the rest.

# POINTERS

IN PURCHASING office, building or tenement property, be sure and learn the fire insurance premium, as this item of expense must be considered as to the earning capacity of the property.

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A MORTGAGE may be given to secure the performance of a contract as well as the payment of a debt.

---

A REAL ESTATE AGENT renting property should give receipt for deposit, subject to owner's approval and references.

---

BE SURE to get a deposit (no matter how small) from any prospective purchaser, as any deposit will, in most cases, insure a sale.

REMEMBER that attractive office fixtures and decorations count nearly as much as the property you have to sell, and the systematic filing of your business will show your prospective customer your superior knowledge.

---

THE most successful agent is one who treats a possible customer with the utmost deference, and will extend the same courtesies to a small buyer that he would to a large one.

---

IF AN AGENT represents both buyer and seller, without their knowledge of such double representation, their interests being antagonistic, he cannot recover a commission from either.

---

IMMEDIATE notice should be given to the insurer of any change in interest in the property, and circumstances affecting the risk.

CONTRACTS must be performed according to their terms. If one of the parties thereto fails to perform his part, the other may bring suit for damages, provided he himself has performed his own part, unless he has been prevented from doing so by the other party.

---

CONSENT of the Insurance Company should be obtained to leave a dwelling house vacant and to make any substantial alterations in the property. No notice need be given of ordinary repairs.

---

A TENANT may carry away before the end of the term of lease all things of a personal character which he has himself erected upon the leased premises, for ornament, domestic convenience or in order to carry on trade. The right to remove does not turn on the fact, as is commonly supposed, whether the article is attached by nails or screws.

THE owner of a lot abutting on a public street has an easement therein, which consists of the right to have the street open so that he may have access to his lot and enjoy the light and air across the open way.

---

SHOULD the title of property prove imperfect whereby a sale cannot be made, the claim for commissions shall not be void thereby.

---

IF THE building upon the property is a substantial part of the purchase and is destroyed by fire before the day the purchaser is to take the title, the contract is at an end unless it is otherwise agreed.

---

BROKERAGE cost shall be earned when buyer and seller sign the contract.

THE finder of lost property has a clear title against all the rest of the world except the owner. If a sum of money, for instance, is found in a store, the proprietor has no right to demand it because it was found on his premises. He could enforce regulations made with his employes regarding property so found, but the public would not be affected thereby. The police have no special rights in this connection, unless conferred by statute.

If the finder attempts to conceal the fact that he has lost property in his possession he may be prosecuted for larceny.

---

A MORTGAGE is the transfer of the title to property as security for the payment of a debt. The maker is called "the mortgagor" and the party to whom it is made "the mortgagee." A mortgage upon real property is a deed with the addition of a clause, called a defeasance, providing that upon the payment of the debt the conveyance shall be void.

MORTGAGES, assignments of mortgage, defeasances, releases and satisfaction pieces, should always be recorded in the County where the land is situated.

---

A MORTGAGOR cannot pay off the mortgage before it becomes due, without the holder's consent, for the reason that the mortgagee has the right to earn the interest on his money during the time the mortgage has to run.

---

A TRADE fixture is anything erected by the tenant for the purposes of his business whether it be machinery or buildings. For example: A baker's oven; salt pans; carding machines; cider mills; steam engines; furnaces; platform scales; collenders; copper still; Dutch Barns; a varnish factory; a ball room erected upon posts by an inn.

CONTRACTS are construed from the language of the instrument itself, and no verbal explanation will contradict the written terms.

---

AN abstract of title is a history of a title showing how it was originally acquired and all successive changes of ownership as well as all outstanding mortgages, restrictions and encumbrances upon it and trusts, if any, affecting it.

---

BEFORE a purchaser of land takes a deed he should have the title searched by a lawyer. So should one who proposes to take a mortgage.

---

WHEN a person performs part of a contract and is prevented by sickness from completing it, he can recover for the part performed if such part is beneficial to the other party.

THE object of recording a deed is to preserve the evidence of it and to give notice to all persons who thereafter desire to deal with the property.

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ALL fixtures belonging to the tenant which are not removed by him before the end of his term become the property of his landlord.

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ANY contract made respecting an invention or any assignment of the whole or a part, must be in writing, and the written instrument must be recorded in the Patent Office to protect the rights of him who has contracted with the inventor and who has acquired an interest in the invention.

---

IN case of exchange of property by an agent, full commission shall be paid on each side.

IN New York, New Jersey, and the City of Baltimore, throughout the year, and in Pennsylvania, between June 15 and September 15, every Saturday after 12 m. is a legal half holiday.

---

NO bank shall be liable to a depositor for the payment by it of a forged or raised check, unless within one year after the return to the depositor of the voucher of such payment, such depositor shall notify the bank that check so paid was forged or raised.

---

EACH individual in a partnership is responsible for the whole amount of the debts of the firm, except in cases of special partnership. The word "Limited" in connection with a firm name indicates that a limitation of responsibility for each member is fixed.

REMEMBER that May 1st is the only time in the year when a landlord can obtain possession of premises on less than five days' notice. At this time possession can be obtained on twenty-four hours' previous notice.

---

ALL landlords should make their rentals due and payable on the first of each month.

---

WHERE a tenant has a lease not expiring within a term of five years, and the landlord has obtained possession of the premises through dispossess proceedings for non-payment of rent, the tenant has a legal right to redeem the premises on tendering to the landlord all arrears of rent due to the time of redemption.

# NATIONAL BANKRUPTCY LAW

The Federal Bankruptcy Act, which nullifies all State laws affecting insolvency, and which establishes a uniform system of bankruptcy throughout the United States, became operative August 1st, 1898.

It provides for the appointment of referees and trustees whose duty it is to administer the estate of the bankrupt and distribute the assets among the creditors. Each referee is appointed by a court of bankruptcy for two years and is clothed with many judicial powers. The courts of bankruptcy include the district courts of the United States and Territories, the supreme court of the District of Columbia and the United States court of the Indian Territory and Alaska. The trustees, of whom there may be one or three, are appointed by the creditors of the bankrupt estate, and cooperate with the referee in the administration of the estate.

A petition to make a person or corporation an involuntary bankrupt must be signed by three creditors whose claims aggregate $500.

A discharge in bankruptcy under the new

law releases the bankrupt from all his provable debts, except judgments in actions for fraud or obtaining property by false pretenses or false representations, or for wilful and malicious injuries to the person or property of another. Two other exceptions are made in the cases of debts not duly scheduled in time for proof and allowance, and debts created through embezzlement, misappropriation or defalcation by the bankrupt while acting as an officer or in a judiciary capacity.

The bankrupt may file his application for discharge after the expiration of one month, and within the next twelve months subsequent to being adjudged a bankrupt. In certain cases the time may be extended. Instead of submitting his case to a referee the intending bankrupt may offer terms of composition to his creditors, after he shall have been examined in open court, or at a meeting of his creditors, and filed in court the schedule of property and list of creditors required to be filed by bankrupts. The judge may then confirm or disapprove the composition at his own discretion. Compositions, however, may be set aside upon proper application, and discharges revoked upon a showing, made within a year from the time of discharge, that the release was

obtained through fraud, and that the knowledge of the deception had come to the petitioners for the revocation since the granting of the discharge.

Any person who owes debts, except a corporation, shall be entitled to the benefits of the act as a voluntary bankrupt.

Any natural person except a wage-earner, or a person engaged chiefly in farming or the tillage of the soil, any unincorporated company and any corporation engaged principally in manufacturing, trading, printing, publishing or mercantile pursuits, owing debts to the amount of $1,000 or over may be adjudged an involuntary bankrupt upon default or an impartial trial, and shall be subject to the provisions and entitled to the benefits of the act. Private bankers, but not national banks or banks incorporated under State or Territorial laws, may be adjudged involuntary bankrupts. A wage-earner is defined to be a person who does not earn more than $1,500 a year.

# INSURANCE

## THE 100% CO-INSURANCE CLAUSE IN THE EVENT OF LOSS.

**The New York Standard One hundred per cent. Co-insurance (or Average) Clause reads as follows:**

This Company shall not be liable for a greater proportion of any loss or damage to the property described herein than the sum hereby insured bears to one hundred per centum (100%) of the actual cash value of said property at the time such loss shall happen.

In case of claim for loss on the property described herein not exceeding five per cent. (5%) of the maximum amount named in the policies written thereon and in force at the time such loss shall happen, no special inventory or appraisement of the undamaged property shall be required.

If the insurance under this policy be divided into two or more items, these clauses shall apply to each item separately.

In the event of the insurer having insurance in force to an amount equal to or exceeding one hundred per cent. of the actual cash value of this property, the co-insurance clause has no bearing whatever upon an

adjustment any more than if it was not contained in the policy. If, on the other hand, the insurance falls below one hundred per cent. of the property value, and a partial loss is sustained, the clause becomes operative (though in case of a total loss it would nave no effect). Following is an example illustrating the working of this clause in case of partial loss:

| | | |
|---|---|---|
| Total cash value of property insured .. ..... | | $10,000 |
| Insurance required under one hundred per cent. clause.. | | 10,000 |
| Actual insurance, six-tenths, or .. .....$6,000 | | |
| Insured becomes co-insurer for deficiency to comply with one hundred per cent. clause, four-tenths, or..... | 4,000 | 10,000 |
| Loss occurs at forty per cent. ($4,000) of total cash value of which the companies pay six-tenths, or ..... | 2,400 | |
| An insured pays four-tenths, or .. ..... | 1,600 | 4,000 |

In case of a total loss, under same conditions as above, the liability of the insurance companies would be limited to the maximum amounts of their policies, $6,000.

## THE 80% CO-INSURANCE CLAUSE IN THE EVENT OF LOSS.

**The New York Standard Eighty per cent. Co-insurance (or Average) Clause reads as follows:**

This Company shall not be liable for a greater proportion of any loss or damage to the property described herein than the sum hereby insured bears to eighty per centum (80%) of the actual cash value of said property at the time such loss shall happen.

In case of claim for loss on the property described herein not exceeding five per cent. (5%) of the maximum amount named in the policies written thereon and in force at the time such loss shall happen, no special inventory or appraisement of the undamaged property shall be required.

If the insurance under this policy be divided into two or more items, these clauses shall apply to each item separately.

In the event of the insurer having insurance in force to an amount equal to or exceeding eighty per cent. of the actual cash value of his property, the co-insurance clause has no bearing whatever upon an adjustment any more than if it was not contained in the policy. If, on the other hand, the insurance falls below eighty per cent. of

the property value, and a partial loss is sustained, the clause becomes operative (though in case of a total loss it would have no effect.) Following is an example illustrating the working of this clause in case of a partial loss:

| | | |
|---|---|---|
| Total cash value of property insured .. ..... | | $10,000 |
| Insurance required under eighty per cent. clause.... | | 8,000 |
| Actual insurance, six-eighths, or .. .....$6,000 | | |
| Insured becomes co-insurer for deficiency to comply with eighty per cent. clause, two-eighths, or.... | 2,000 | 8,000 |
| Loss occurs at forty per cent. ($4,000) of total cash value of which the companies pay six-eighths, or ..... | 3,000 | |
| And insured pays two-eighths, or .. ..... | 1,000 | 4,000 |

In case of a total loss, under same conditions as above, the liability of the insurance companies would be limited to the maximum amounts of their policies, $6,000.

# USEFUL LEGAL HINTS

**Escrow:** A scroll; a writing; a deed. Particularly a deed delivered by the grantor into the hand of a third person, to be held by the latter until the happening of a contingency or performance of a condition, and then by him delivered to the grantee.

A grant may be deposited by the grantor with a third person, to be delivered on the performance of a condition, and on delivery by the depositary it will take effect. While in possession of the third person and subject to condition, it is called an escrow.

The state or condition of a deed which is conditionally held by a third person, or the possession and retention of a deed by a third person pending a condition; as when an instrument is said to be delivered in escrow.

**Warranty:** In real property law. A real covenant by the grantor of lands for himself and his heirs, to warrant and defend the title and possession of the estate granted, to the grantee and his heirs, whereby, either upon voucher, or judgment, in the writ of warrantia chartae, and the eviction of the grantor by paramount title, the grantor was bound to recompense him with other lands of equal value.

**Lineal Warranty:** Existed when the heir derived title to the land warranted either

from or through the ancestor who made the warranty.

**Collateral Warranty:** Existed when the heir's title was not derived from the warranting ancestor, and yet it barred the heir from claiming the land by any collateral title, upon the presumption that he might thereafter have assets by descent from or through the ancestor; and it imposed on him the obligation of giving the warrantee other lands in case of eviction, provided he had assets.

**In Sales of Personal Property:** A warranty is a statement or representation made by the seller of goods contemporaneously with and as a part of the contract of sale, though collateral to the express object of it, having reference to the character, quality or title of the goods, and by which he promises or undertakes to insure that certain facts are or shall be as he then represents them. The warranty may be either express or implied. It is the former when created by the apt and explicit statement of the seller; the latter, when the law derives it by implication or inference from the nature of the transaction, or the relative situation or circumstances of the parties.

A warranty is an engagement by which a seller assures to a buyer the existence of some fact affecting the transaction, whether past, present or future.

**Conveyancing:** A term including both the science and act of transferring titles to real estate from one man to another.

Conveyancing is that part of the lawyer's business which relates to the alienation and

transmission of property and other rights from one person to another, and to the framing of legal documents intended to create, define, transfer, or extinguish rights.

It therefore includes the investigation of the title to lands, and the preparation of agreements, wills, articles of association, private statutes operating as conveyances and many other instruments in addition to conveyances properly so called.

**Mechanic's Lien:** A species of lien created by statute in most of the States, which exists in favor of persons who have performed work or furnished material in and for the erection of a building. **Their lien attaches to the land as well as the building, and is intended to secure for them a priority of payment.**

The lien of a mechanic is created by law, and is intended to be a security for the price and value of the work performed and materials furnished, and as such it attaches to and exists on the land and the building erected thereon, from the commencement of the time that the labor is being performed and the materials furnished, and the mechanic has an actual and positive interest in the building anterior to the time of its recognition by the court, or the reducing of the amount due to a judgment.

**Title Insurance:** Refers to land or an interest therein, and is an agreement whereby the insurer, for a valuable consideration, agrees to indemnify the assured in a specific amount against loss through defects of title to real estate, wherein the latter has an interest, either as purchaser or otherwise. The contract is recognized as

a true insurance contract, being limited strictly to indemnity for loss actually suffered by reason of the defects or encumbrances against which the insuree covenanted to indemnify, and the insurer is not a surety. Title insurance is not mere guess work, nor is it a wage; it is based on careful examination of the instruments of title, and the exercise of judgment by skilled conveyancers.

**Insurable Interest:** Titles have been held to be the proper subject of insurance within the principle that an interest is any right, duty, or obligation, the impairment of which would tend to a diminution of estate, is a proper subject of insurance, and that an insurable interest is at the formation of contracts of title insurance is held to be evident from the character and the nature of the risk assumed, the value of the interest in such insurance being practically the same as that existing in other insurance of property. As in other cases of insurance the interest must be such that either as mortgagee, owner, or purchaser of groundrents, the assured would suffer pecuniary loss by reason of the risk insured against, such as the existence of liens or encumbrances or defect in title.—*Cyc. on Titles.*

# THE SUCCESSFUL REAL ESTATE AGENT

Salesmanship is simply a mastery of the convolutions of the human brain. The best salesman is the man who looks a customer serenely in the face and reads unerringly the impulses, desires, contradictions and ambitions controlling the customer's action. Salesmanship is not selling goods, it is reading human nature, arousing human interest, human desire and human action. Therefore, real estate selling is not one bit different from selling thread or locomotives, steamships or elephants. There is only one distinction—aside from self-preservation and the fight for food, the one elemental passion in the breast of every living human being who has been civilized beyond the point of naked savagery is the desire for land.

Thus part of the work of the real estate salesman is done by nature. The desire is there. It simply means that the salesman must localize and turn desire into affirmative action.

In this day and generation land or real estate is not the thing sold. No member of the realty boards of California is selling

land or real estate. We are selling and the men and women are purchasing not land, but the refinements of civilization. We are selling transportation, electricity, gas, boulevards, glimpses of the ocean and vistas of the hills—everything except land. It is true that land is still recognized as the thing bought and sold and the deed is the symbol of the transaction. No one is really buying and selling a chunk of desert waste, miles upon miles from transportation, water or the other forms of civilization.

### Why Real Estate Makes Money.

Real estate men who make money for their clients are the ones who detect the arrival of more elaborate civilization before it reaches the stage of actual use, and before the average person knows that there are to be new refinements of civilization introduced into a new community. All the money that is made in real estate is made because civilization overtakes raw land. More money is made when that civilization becomes more elaborate, and therefore, more desirable to more people.

City values represent the superlative of civilization. The man who gets a piece of land just before it is overtaken by civilization is the man who makes the most money, provided he buys it before the seller sighted the first sign of civilization.

### Salesmanship as Scout Duty.

Therefore, real estate salesmanship may be regarded as a sort of scout duty ahead of civilization, or the ultra refinements of civilization as we know it. The efficient salesman finds the most civilization to offer to his customer and presents it in the most logical, convincing, interesting, and fascinating manner, but the real salesman will not gloss over the seamy side of any property that he offers. The day of the horse trader in real estate has disappeared. Nearly every piece of property has a spavin. Some are blind of one eye, others are wind broken, and some are swaybacked. If you tell a customer about it first and explain to him just its advantages and its disadvantages, ninety-nine times out of one hundred the man actually willing to buy will pass over the defects brought out or will turn them to the advantage of the prop erty. Either that or the sale will be lost But if the buyer or prospect eventually learns of the defects from some other source they are going to be mightily magnified and the salesman and the firm he represents are going to have trouble as long as that man's memory holds good.

### Go Shoulder to Shoulder.

Selling real estate is not a slumming expedition. No good salesman ever reached

down and made his prospect feel that the salesman was reaching down to his level. You have got to get alongside, shoulder to shoulder, with the man or woman that you want to interest. When you are talking property don't sit opposite your prospect in a combative manner. Get him to sit beside you and make common fight together against something else, but not against each other. Don't argue. In selling real estate there is no politics and no religion. Let the other man win the argument and let the salesman get his satisfaction from winning the sale.

Don't crowd the buyer. Some of the most successful salesmen are the negative salesmen—those rare persons who always wear a poker face and are never more than mildly interested in any property they offer. Remember there will always be some land for sale even up to the millennium, and that the piece of property under discussion is not the last one the buyer will ever have a chance to get. Give him time. In fact, impress him with the take-it-or-leave-it proposition. Indifference on the part of the seller has made more sales than any one other factor.

### Don't Hurry Your Prospect.

Don't hurry your prospect into a sale. Talk about the weather, crops, any general

topic that permits of no argument, and let the prospect tell the story of his or her life. In even a brief recital you will find several hand-holds on the character of the individual that will come in handy before you close your sale. The man who has the best time at a dinner party is the one who is encouraged to tell most about himself.

Dress appropriately. If you are selling farm lands in the country to ranchers, don't wear a silk hat and spats. If you are trying to put through a sale of downtown property, don't wear a khaki suit and a week's growth of beard. Treat the man you are selling like you would like to be treated yourself. Don't tell stories unless you have a long-standing acquaintance with your customer. Don't blow tobacco smoke in his face. Don't depend too much on your friend, the clove. There are some breaths that have stopped that much-wanted signature on the dotted line in spite of all that the clove could do. This is no suggestion as to your personal liberty, but your habits should never be allowed to interfere with business. It is much better to give up business, if you can't make them harmonize.

The prescription for a good salesman is something like this. To a man of good appearance, average intelligence and keen knowledge of human nature and the ability to read the face as an indicator of the mind, add a pinch of second sight, then fill up to good measure with a large quantity of concentrated energy, integrity, and industry. Mix well and repeat. If a stronger dose is needed add more energy, more industry and more concentration.

*R. B. ARMSTRONG.*

## NEW YORK CITY AND COUNTY TAX

| County | Rate, 1922 | Rate, 1923 |
|---|---|---|
| New York | 275 | 274 |
| Bronx | 275 | 274 |
| Kings | 276 | 274 |
| Queens | 279 | 274 |
| Richmond | 278 | 276 |

The assessed valuation of real and personal property in the several boroughs (exclusive of new dwellings entitled to exemptions) is given as follows:

| Boroughs. | Assessed Valuations of Real Estate. | Personal Estate. | Total. |
|---|---|---|---|
| Manhattan | $6,177,890,668 | $149,893,000 | $6,327,783,668 |
| The Bronx | 926,682,418 | 16,974,900 | 943,657,318 |
| Brooklyn | 2,536,590,061 | 41,039,150 | 2,577,629,211 |
| Queens | 804,004,439 | 7,242,550 | 811,246,989 |
| Richmond | 150,897,987 | 1,435,750 | 152,333,737 |
| Total | $10,596,065,573 | $216,585,350 | $10,812,650.923 |

New dwellings to the amount of $248,170,325 are exempted from taxation this year (under the special ordinance passed for the purpose of stimulating the building of more dwellings), except from their share of the direct State tax. They are also subject to the assessments for local improvements.

### EXEMPT REAL ESTATE IN THE CITY OF NEW YORK.

(Figures show the estimated 1922 valuation.)

Owned by the United States Government—Forts, $18,398,400; Navy Yard, $21,514,000; Post Office, $21,268,500; Custom House, $9,176,000; Sub-Treasury, $6,350,000—Other and total, $148,346,300.

Owned by the State of New York—Armories, $3,102,900; State lands, $8,771,675—Other and total, $13,543,275.

Owned by the City of New York—Parks, $811,145,535; subways, $268,738,460; piers, $216,021,770; aqueduct (within the city only), $111,477,300; schools, $152,156,150; bridges, $109,331,370; sewers, $87,406,825; public buildings, $57,983,575; hospitals, $46,703,160; libraries, $32,230,000—Other and total, $1,963,336,170.

Owned by private organizations—Religious property, $222,604,420; institutions of instruction, $53,341,150; hospitals, $51,846,700; other benevolences, $48,227,950; asylums, $32,553,550; cemeteries, $38,860,025; subways, $9,060,452—Other and total, $462,082,509.

Exempt property by boroughs—Manhattan, $1,702,858,622; Bronx, $234,252,430; Brooklyn, $508,568,196; Queens, $95,546,695; Richmond, $46,081,345—Total for the City of New York, $2,587,306,688.

## STATUTE OF LIMITATIONS FOR STATE OF NEW YORK.

Twenty years: actions to recover real property, judgments, and contracts under seal; six years: contracts, liability created by statute (except penalty or forfeiture), injury to property or personal injury, to recover a chattel, to cancel an agreement on ground of fraud, to establish a will; actions upon judgments or decrees of courts not of record; three years: against a sheriff, coroner, constable or other officer, for the non-payment of money collected upon an execution, against a constable for wrongful performance or breach of duty (except an escape), a statutory penalty or forfeiture which benefits the informer (except where the act imposing the same names a different limitation); against executor, administrator, or receiver or trustee of an insolvent debtor, to recover a chattel or for wrongful conversion by the defendant or the person whom he represents; personal injuries caused by negligence; two years: libel, slander, assault, battery, or false imprisonment, statutory forfeiture or penalty to the State; one year: sheriff or coroner (except as above specified) against any officer for an escape in a civil matter; ten years: any other action. Action for penalty or forfeiture must be brought by informer within one year, or by the people, two years.

## STATUTE OF ASSIGNMENTS FOR STATE OF NEW YORK.

Assignments must be acknowledged, filed, and recorded. The assignee must sign and acknowledge his assent which may be in or appended to the assignment. Within twenty days after the assignment an inventory and schedule must be filed by the debtor. If he fails to do so the assignee must within ten days thereafter. Assignee must give a bond. He can take possession but cannot sell until his bond is approved and filed. Notice to creditors must be published for six weeks. A creditor failing to prove his claim in time loses his right to share in dividends which have been paid. Assignee may be allowed by the judge to compromise claims.

Wages are preferred by statute. Other preferences are allowed, but only to the extent of one-third of the assets. Limited partnerships and corporations cannot make preferences.

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## UNITED STATES LAND MEASUREMENTS.

The United States public lands as surveyed are plotted in uniform squares except where streams, etc., have necessitated irregular pieces. Each township is designated by a number.

A township equal 36 sections.

A section equal 1 sq. mile equal 640 acres.

An eighth section equal $\frac{1}{2}$ mile N. and S and $\frac{1}{4}$ mile long equal 80 acres.

# THE SINGLE TAX

The following statement of the single tax principle was written by Henry George, Sr.:

We assert as our fundamental principle the self-evident truth enunciated in the Declaration of American Independence, that all men are created equal and are endowed by their Creator with certain inalienable rights. We hold that all men are equally entitled to the use and enjoyment of what God has created and of what is gained by the general growth and improvement of the community of which they are a part. Therefore, no one should be permitted to hold natural opportunities without a fair return to all for any special privilege thus accorded to him, and that that value which the growth and improvement of the community attaches to land should be taken for the use of the community; that each is entitled to all that his labor produces; therefore, no tax should be levied on the products of labor.

To carry out these principles, we are in favor of raising all public revenues for national, State, county, and municipal purposes by a single tax upon land values, irrespective of improvements, and all the obligations of all forms of direct and indirect taxation.

Since in all our States we now levy some tax on the value of land, the single tax can be instituted by the simple and easy way of abolishing, one after another, all other taxes now levied and commensurately increasing

the tax on land values until we draw upon that one source for all expenses of government, the revenue being divided between local governments, State government, and the general government, as the revenue from direct tax is now divided between the local and State governments, or by a direct assessment being made by the general government upon the States and paid by them from revenues collected in this manner. The single tax we propose is not a tax on land, and therefore would not fall on the use of land and become a tax on labor.

It is a tax not on land, but on the value of land. Then it would not fall on all land, but only on valuable land, and on that not in proportion to the use made of it, but in proportion to its value—the premium which the user of land must pay to the owner, either in purchase money or rent, for permission to use valuable land. It would thus be a tax not on the use and improvement of land, but on the ownership of land, taking what would otherwise go to the owner as owner, and not as user.

In assessments under the single tax all values created by individual use or improvement would be excluded, and the only value taken into consideration would be the value attaching to the bare land by reason of neighborhood, etc., to be determined by impartial periodical assessments. Thus the farmer would have no more taxes to pay than the speculator who held a similar piece of land idle, and the man who on a city lot erected a valuable building would be taxed no more than the man who held a similar

lot vacant. The single tax, in short, would call upon men to contribute to the public revenues not in proportion to what they produce or accumulate, but in proportion to the value of the natural opportunities they hold. It would compel them to pay just as much for holding land idle as for putting it to its fullest use. The single tax, therefore, would—

1st. Take the weight of taxation off the agricultural districts, where land has little or no value irrespective of improvements, and put it on towns and cities, where bare land rises to a value of millions of dollars per acre.

2d. Dispense with the multiplicity of taxes and a horde of tax-gatherers, simplify government, and greatly reduce its cost.

3d. Do away with the fraud, corruption, and gross inequality inseparable from our present methods of taxation, which allow the rich to escape while they grind the poor. Land cannot be hid or carried off, and its value can be ascertained with greater ease and certainty than any other.

4th. Give us with all the world as perfect freedom of trade as now exists between the States of the Union, thus enabling our people to share through free exchanges in all the advantages which nature has given to other countries, or which the peculiar skill of other peoples has enabled them to attain. It would destroy the trusts, monopolies, and corruptions which are the outgrowths of the tariff. It would do away with the fines and penalties now levied on any one who improves a farm, erects a

house, builds a machine, or in any way adds to the general stock of wealth. It would leave every one free to apply labor or expend capital in production or exchange without fine or restriction, and would leave to each the full product of his exertion.

5th. It would, on the other hand, by taking for public use that value which attaches to land by reason of the growth and improvement of the community, make the holding of land unprofitable to the mere owner and profitable only to the user. It would thus make it impossible for speculators and monopolists to hold natural opportunities unused or only half used, and would throw open to labor the illimitable field of employment which the earth offers to man. It would thus solve the labor problem, do away with involuntary poverty, raise wages in all occupations to the full earnings of labor, make overproduction impossible until all human wants are satisfied, render labor-saving inventions a blessing to all, and cause such an enormous production and such an equitable distribution of wealth as would give to all comfort, leisure, and participation in the advantages of an advancing civilization, in securing to each individual equal right to the use of the earth. It is also a proper function of society to maintain and control all public ways for the transportation of persons and property, and the transmission of intelligence; and also to maintain and control all public ways in cities for furnishing water, gas, and all other things that necessarily require the use of such common ways.—World Almanac.

# STATE INTEREST LAWS AND STATUTES OF LIMITATIONS.

| States and Territories. | Interest Laws. | | Statutes of Limitations. | | |
|---|---|---|---|---|---|
| | Legal Rate. | Rate Allowed by Contract. | Judgments. Years. | Notes. Years. | Open Accts. Years. |
| | Per ct. | Per ct. | | | |
| Alabama | 8 | 8 | 20 | 6* | 3 |
| Arkansas | 6 | 10 | 10 | 5 | 3 |
| Arizona | 6 | Any Rate | 5 | 4 | 3 |
| California | 7 | Any Rate | 5 | 2-4 | 2 |
| Colorado | 8 | Any Rate | 20 | 6 | 6 |
| Connecticut | 6 | 6 | (b) | (a) | 6 |
| Delaware | 6 | 6 | 10 | 6‖ | 3 |
| D. of Columbia | 6 | 10 | 12 | 3 | 3 |
| Florida | 8 | 10 | 20 | 5 | 2 |
| Georgia | 7 | 8 | 7 | 6‖ | 4 |
| Idaho | 7 | 12 | 6 | 5 | 4 |
| Illinois | 5 | 7 | 20 | 10 | 5 |
| Indiana | 6 | 8 | 20 | 10 | 6 |
| Iowa | 6 | 8 | 20 | 10 | 5 |
| Kansas | 6 | 10 | 5 | 5 | 3 |
| Kentucky | 6 | 6 | 15 | 15 | 5 |
| Louisiana | 5 | 8 | 10 | 5 | 3 |
| Maine | 6 | Any Rate | 20 | 6-20 | 6 |
| Maryland | 6 | 6 | 12 | 3 | 3 |
| Massachusetts | 6 | Any Rate | 20 | 6 | 6 |
| Michigan | 5 | 7 | 6* | 6 | 6 |
| Minnesota | 7 | 10 | 10 | 6 | 6 |
| Mississippi | 6 | 10 | 7 | 6 | 3 |
| Missouri | 6 | 8 | 10 | 10 | 5 |
| Montana | 8 | Any Rate | 10 | 8 | 5 |
| Nebraska | 7 | 10 | 5 | 5 | 4 |
| Nevada | 7 | Any Rate | 6 | 4 | 4 |
| N. Hampshire | 6 | 6 | 20 | 6 | 6 |
| New Jersey | 6 | 6 | 20 | 6 | 6 |
| New Mexico | 6 | 12 | 7 | 6 | 4 |
| New York | 6 | 6** | 20 | 6 | 6 |
| North Carolina | 6 | 6 | 10 | 3* | 3 |
| North Dakota | 7 | 12 | 10 | 6 | 6 |

## STATE INTEREST LAWS AND STATUTES OF LIMITATIONS.

| States and Territories. | Interest Laws. | | Statutes of Limitations. | | |
|---|---|---|---|---|---|
| | Legal Rate. | Rate Allowed by Contract. | Judgments. Years. | Notes. Years. | Open Accts. Years. |
| | Per ct. | Per ct. | | | |
| Ohio | 6 | 8 | 15 | 15 | 6 |
| Oklahoma | 7 | 12 | 1-5 | 5 | 3 |
| Oregon | 6 | 10 | 10 | 6 | 6 |
| Pennsylvania | 6 | 6 | 5 | 6‖ | 6 |
| Rhode Island | 6 | Any Rate | 20 | 6 | 6 |
| South Carolina | 7 | 8 | 20 | 6 | 6 |
| South Dakota | 7 | 12 | 20 | 6 | 6 |
| Tennessee | 6 | 6 | 10 | 6 | 6 |
| Texas | 6 | 10 | 10 | 4 | 2 |
| Utah | 8 | Any Rate | 8 | 6 | 4 |
| Vermont | 6 | 6 | 8 | 6 | 6 |
| Virginia | 6 | 6 | 20 | 5* | 2-3 |
| Washington | 6 | 12 | 6 | 6 | 3 |
| West Virginia | 6 | 6 | 10 | 10 | 3 |
| Wisconsin | 6 | 10 | 20 | 6 | 6 |
| Wyoming | 8 | 12 | 5 | 5 | 8 |

* Under seal, 10 years. ** New York has by a recent law legalized any rate of interest on call loans of $5,000 or upward, on collateral security. ‖ Under seal, 20 years. (a) Negotiable Notes, 6 years; Non-Negotiable Notes, 7 years. (b) No limit.

# AGENCY

Agency arises by operation of a contract.

No person can be held as a principal who is incompetent at the time of the making of the contract.

After a person is 21 years old he can adopt the contract.

The ratification of a contract relates back but the adoption does not. The effect of both is the same.

A third party is not bound until the incompetent principal ratifies.

A ratification of a contract does not affect the intervening rights of a third party in the subject matter previously contracted for.

Agency can arise by ratification.

**Agency by Estoppel:** In any way holding out another to be your agent.

**Agency by Acquiescence:** When the principal knowingly allows A to act as his agent.

**Agency by Operation of Law:** Husband and wife. When this agency is terminated by either parties, one or the other must give actual notice.

Partners are agents but they may terminate such agency by legal notice. Third parties who deal with partners may consider the partners as agents of each other.

**Agency by Emergency or Necessity:** This agency is created by contract. When the agent has certain duties to perform, and an obstacle comes up which is outside of his contract the agent is allowed to meet that obstacle if it is not through his fault.

The intent of the parties is the controlling fact.

**Joint Principal:** If any of the principals die the agency is terminated. If the agent continues there is a new agency.

**Special Agents:** Are only for a certain purpose.

**Duty of Agents:**

Agent is liable if he violates instructions.

Agent must use proper skill, judgment and care in any act he does for principal.

Agent must be loyal to principal.

Agent must not disclose confidential communications acquired in agency.

Agents must not compete with principal in the same work as the agency.

If agent is employed to buy for principal, but buys for himself he is liable to the principal.

Where an agent is employed to lease premises for principal but leases for himself the principal can hold the agent as tenant but the agent is trustee for principal.

Agent must never deny title of principal.

Agent should account to principal at stated periods.

If no periods are stated agent need not account until principal makes demand.

Agent should take proper care of property left in his care.

Agent is liable for conversion if he mixes his own money with that of principal. If principal notifies agent expressly not to mix accounts a bank is not liable to the principal unless it had some other notice.

An agent can be held by a third party for an implied warranty of agency.

When an agent has committed a tort to

a third party while on business of principal, the principal is liable.

Knowledge to agent is knowledge to principal.

Admissions made by agent could be proved against principal if made in the scope of the agent's authority.

Undisclosed Principal: When an agent appears as a principal, a third party may hold either principal or agent.

Unless agent discloses name of principal it is an undisclosed principal.

Agent can terminate agency at any time.

Principal cannot terminate agency when agent has incurred liability to third party not through own fault.

When an agent has an interest in the proceeds, the agency is irrevocable.

When the agency is terminated the principal should give notice to the world.

**Pay the Agent:** When the agent does something for the principal, even without the authority of the principal and the principal ratifies, the principal is liable.

Agency by month to month, either party may terminate at end of term by giving notice. Every agent has a special lien to hold the property of the principal.

**Duty of Indemnity:** Reimbursement. The agent should note by principal that he has incurred expenses in order to be reimbursed.

**Duty to Furnish Proper Facilities:** An agent has the right to work under customary conditions. When the principal violates this right and refuses to do anything the agent should leave and the principal would have to pay him.

# EMPLOYERS' LIABILITY ACT

In many cases of injury of employee through negligence of one employed with him and to whom any duty of superintendence is given, the master is liable. This includes any case where one man is given control over another and is a vice-principal.

Notice within 120 days of the happening of the accident must be given to master showing time, place and how accident occurred and what constituted the negligence. There must be a general description of the accident. The notice must be in writing and signed by the injured party.

If the injured party dies, the executor may send notice within 60 days of appointment.

Employer may within 8 days after notice make demand for further notice. Servant has 8 days to comply with demand. If he does not comply he cannot prove any more.

No risk is assumed by employee simply because he continues in the employment where there is an open and dangerous condition.

The servant should give notice to the master of dangerous conditions and if he does not the master is not liable unless he knew of the danger himself.

Chapter 657 of the Laws of 1906:

Employees of the railroad companies having superintendence, switchmen, conductors, engineers, telegraph operators, are vice-principals and the master is liable through their negligence.

Contributory negligence must be set up by the master as an affirmative defense and he must prove it.

## LAW OF CONTRACTS.

**A contract is an agreement of two or more parties,** by which reciprocal rights and obligations are created. One party acquires a right, enforceable at law, to some act or forbearance from the other, who is under a corresponding obligation to thus act or forbear.

Generally speaking, all contracts which are made between two competent parties, for a proper consideration, without fraud and for a lawful purpose, are enforceable at law.

**To the creation of a valid contract** there must be:

1. Precise agreement. The offer of one party must be met by an acceptance by the other, according to the terms offered.

2. There must be a consideration. Something of value must either be received by one party or given up by the other.

3. The parties must have capacity to contract. The contracts of insane persons are not binding upon them. Married women are now generally permitted to contract as though single, and bind their separate property. The contracts of an infant are generally not binding upon him, unless ratified after attaining his majority. The contracts

of an infant for "necessaries" may be enforced against him to the extent of the reasonable value of the goods furnished. It is incumbent upon one seeking thus to hold an infant to show that the goods furnished were in fact necessary to the infant, and that he was not already supplied by his parents or guardians.

4. The party's consent must not be the result of fraud or imposition, or it may be avoided by the party imposed upon.

5. The purpose of the parties must be lawful. Agreements to defraud others, to violate statutes, or whose aim is against public policy, such as to create monopolies, or for the corrupt procurement of legislative or official action, are void, and cannot be enforced by any party thereto.

**Contracts in general are equally valid, whether made orally or in writing,** with the exception of certain classes of contracts, which in most of the States are required to be attested by a note or memorandum in writing, signed by the party or his agent sought to be held liable. Some of the provisions, which are adopted from the old **English Statute of Frauds,** vary in some of the States, but the following contracts very generally are required to be thus attested by some writing:

Contracts by their terms not to be performed within a year from the making thereof.

A promise to answer for the debt, default, or miscarriage of another person.

Contracts made in consideration of marriage, except mutual promises to marry.

Promise of an executor, or administrator, to pay debts of deceased out of his own property.

Contracts for the creation of any interest or estate in land, with the exception of leases for a short term, generally one year.

Contracts for the sale of goods above a certain value, unless a portion of the price is paid or part of the goods delivered. The required value of the goods sold varies in different States from $30 to $200. In a number of the States no such provision exists.

In many of the States declarations or conveyances of trust estates.

In many States representations as to the character, credit, or responsibility of another person.

**Partial performance of the contract** is generally held to dispense with the necessity for a writing.

**If the damages liable to result from the breaking of a contract are uncertain,** the parties may agree upon a sum to which

either may be entitled as compensation for a breach, which will be upheld by the courts, but if the sum so fixed is not designed as a fair compensation to the party injured, but as a penalty to be inflicted, it will be disregarded.

**A party is generally excused for the failure to perform** what he has agreed only by the act of God or the public enemy. Except in cases involving a personal element in work to be performed, such as the rendition of services, when the death or sickness of the party contracting to perform them is a valid excuse, or contracts for the performance of work upon a specified object, when its destruction without the fault of the party sought to be held liable is a sufficient excuse.

## PROMISSORY NOTES AND CHECKS.

**Negotiable instruments,** the common forms of which are promissory notes, checks, or other bills of exchange, while having the same general requisites as other contracts, have certain distinct features. The purpose of the law is to facilitate as much as possible their free passing from hand to hand like currency. The assignment of an ordinary contract leaves the assignee in no different position for enforc-

ing his rights than that of his assignor, but one who takes a negotiable instrument from a prior holder, without knowledge of any defences to it, before its maturity, and gives value for it, holds it free of any defences which might have been set up against his predecessors, except those defects that were inherent in the instrument itself.

**To be negotiable** an instrument must be in writing and signed by the maker (of a note) or drawer (of a bill or check).

**It must contain** an unconditional promise or order to pay a sum certain in money.

Must be payable on demand, or at a fixed future time.

Must be payable to order or to bearer.

In a bill of exchange (check) the party directed by pay must be reasonably certain.

Every negotiable instrument is presumed to have been issued for a valuable consideration, and want of consideration in the creation of the instrument is not a defence against a bona-fide holder.

**An instrument is negotiated,** that is completely transferred, so as to vest title in the purchaser, if payable to bearer, or indorsed simply with the name of the last holder, by mere delivery, if payable to order by the indorsement of the party to whom it is payable and delivery.

One who transfers an instrument by indorsement warrants to every subsequent holder that the instrument is genuine, that he has title to it, and that if not paid by the party primarily liable at maturity, he will pay it upon receiving due notice of non-payment.

**To hold an indorser liable** the holder upon its non-payment at maturity must give prompt notice of such non-payment to the indorser and that the holder looks to the indorser for payment. Such notice should be sent within twenty-four hours.

**When an indorser is thus compelled to pay** he may hold prior parties through whom he received the instrument liable to him by sending them prompt notice of non-payment upon receiving such notice from the holder.

One who transfers a negotiable instrument by delivery, without indorsing it, simply warrants that the instrument is genuine, that he has title to it, and knows of no defence to it, but does not agree to pay it if unpaid at maturity.

**The maker of a note is liable** to pay it if unpaid at maturity without any notice from the holder or indorser.

Notice to one of several partners is sufficient notice to all.

**When a check is certified** by a bank the

bank becomes primarily liable to pay it without notice of its non-payment, and when the holder of a check thus obtains its certification by the bank, the drawer of the check and previous indorsers are released from liability, and the holder looks to the bank for payment.

## ACKNOWLEDGMENT OF DEEDS.

An acknowledgment is the act of declaring the execution of an instrument before an officer authorized to certify to such declaration. The officer certifies to the fact of such declaration, and to his knowledge of the person so declaring. Conveyances or deeds of land to be entitled to be recorded must first be acknowledged before a proper officer. Most of the States have forms of acknowledgments, which should be followed.

Acknowledgments may be taken in general by Notaries Public, Justices of the Peace, Judges or Clerks of Courts of the higher grades, Registers, Masters in Chancery, Court Commissioners, Town Clerks, Mayor and Clerks of incorporated cities, within their respective jurisdictions.

The requisites to a valid deed are the same in general as other contracts, but the appointment of an attorney to execute a deed for another person must in general be

executed with the same formalities requisite to the deed itself.

Seals or their equivalent (or whatever is intended as such) are necessary in Alaska, Connecticut, Delaware, District of Columbia, Florida, Idaho, Illinois, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, New Hampshire, New Jersey, New York, North Carolina, Oregon, Pennsylvania, South Carolina, Vermont, Virginia, West Virginia, Wisconsin, Wyoming. In almost all the States deeds by corporations must be under seal. Forms are prescribed or indicated by the statutes of most of the States except Connecticut, Florida, Louisiana. Separate acknowledgment by wife is required in Alaska, Arkansas, Delaware, District of Columbia, Florida, Georgia, Idaho, Kentucky, Louisiana, Montana, Nevada, New Jersey, North Carolina, Oregon, Pennsylvania, South Carolina, Tennessee, Texas. One witness to the execution of deeds is required in District of Columbia, Maine (customary), Maryland, Nebraska, New Jersey (usual), Oklahoma, Utah, Wyoming. Two witnesses to the execution of deeds are required in Arkansas, Connecticut, Florida, Georgia, Louisiana, Michigan, Minnesota, New Hampshire, Ohio, Oregon, South Carolina, Texas, Vermont, Wisconsin.—World Almanac.

# LEGAL FORMS

## CONTRACT OF SALE OF REAL ESTATE.

AGREEMENT, made the —— day of ——, in the year one thousand nine hundred and ——, between part of the first part and part of the second part, in following manner: The said part of the first part, in consideration of the sum of —— dollars, to be fully paid as hereinafter mentioned, hereby agree to sell unto the said part of the second part all *(insert description)*. And the said part of the second part hereby agree to purchase said premises, at the said consideration of —— dollars, and to pay the same as follows: (*Insert considerations*). And the said part of the first part, on receiving such payment, at the time and in the manner above mentioned, shall, at —— own proper costs and expenses, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered to the said part of the second part, or to —— assigns, a proper deed containing a general warranty and the usual full covenants for the conveying and assuring to —— the fee simple of the said premises, free from all incumbrance [which deed shall conform to the

requirements of the laws of the State in which contract is issued, relating to deeds, as far as the same is applicable thereto], which deed shall be delivered on the —— day of ——, 19—, at —— o'clock M., at ——. And it is understood that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators, and assigns of the respective parties.

In witness whereof, the parties to these presents have hereunto set their hands and seals, the day and year first above written.

Sealed and delivered in the presence of ——.

Witness.....[SEAL.]

.....[SEAL.]

## BILL OF SALE.

KNOW ALL MEN BY THESE PRESENTS, That I, James Carey, of Brooklyn, County of Queens, and State of New York, for and in consideration of the sum of ——, good and lawful money of the United States to me in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, and set over to ——, of the same place, all those certain articles of personal property hereinafter mentioned, to-wit (mentioning them specifically): located at Brooklyn, in the County of Queens, and State of New York.

TO HAVE AND TO HOLD the same unto the

said ——, his executors, administrators, and assigns forever.

In witness whereof, I have hereunto set my hand and seal this eleventh day of October, in the year one thousand nine hundred and ——.

In the presence of

.....[Seal.]

## FORM OF BOND WITH CONDITIONS.

Know all men by these presents, That I, F. T., of the City and County of New York and State of New York, am held and firmly bound unto R. M., of, etc., in the sum of two thousand dollars, lawful money of the United States, to be paid to the said R. M., his executors, administrators, or assigns: for which payment, well and truly to be made, I bind myself, my heirs, executors, and administrators, firmly by these presents.

Sealed with my seal. Dated the —— day of ——, one thousand eight hundred and ——.

Now the condition of the above obligation is such, that if the above bounden F. T., his heirs, executors, or administrators, shall well and truly pay, or cause to be paid, unto the above named R. M., his executors, administrators, or assigns, the just and full sum of one thousand dollars, in five equal annual pay-

ments, from the date hereof, with annual interest, then the above obligation to be void; otherwise to remain in full force and virtue. And it is hereby expressly agreed, that the whole of the said principal sum shall become due at the option of said mortgagee, or obligee, after default in the payment of interest for —— days, or after default in the payment of any tax or assessment for —— days after notice and demand.

And the said part of the first part also covenant with the part of the second part, that the part of the first part will keep the buildings on the said premises described in the mortgage accompanying this bond insured against loss by fire for benefit of mortgagee.

F. T. [L. S.]

Sealed and delivered in the presence of ——.

## CONTRACT FOR EXCHANGE OF PROPERTY.

AGREEMENT, made and entered into the —— day of ——, in the year one thousand nine hundred and ——, between —— of the first part and —— of the second part, in manner following: the said part of the first part, in consideration of the premises and of one dollar, duly paid by the part of the second part,

the receipt whereof is hereby acknowledged, and also in consideration of the conveyance of the property hereinafter mentioned, belonging to the said part of the second part, do hereby agree on —— part, to sell, grant, and convey unto the said part of the second part ——. The purchase price of said premises shall be —— dollars, of which —— dollars is in mortgage, leaving an equity of —— dollars. And the said part of the second part, in consideration of the premises and of one dollar, duly paid by the part of the first part to the said part of the second part, the receipt whereof is hereby acknowledged, and in exchange of and for the property and consideration first above mentioned, do likewise agree on —— part to sell, grant, and convey unto the said part of the first part. The purchase price of said last-mentioned premises shall be —— dollars, of which —— dollars is in mortgage leaving an equity of —— dollars. The difference between the values of the respective premises, over and above incumbrances, being —— dollars, shall be paid by the part of the —— part as follows: *(insert amounts, etc.)*. The parties to these presents mutually agree to execute, acknowledge, and deliver, each to the other, or to their assigns, each at their own proper cost and expense, a proper warranty deed or deeds for

the conveying and assuring, each to the other, the fee simple of the property of each, above described, free from all incumbrances, of any name or nature whatever, —— and which deeds shall be delivered and exchanged on the —— day of —— 19—, at —— o'clock, in the —— noon of that day, at the office of ——, No. —— Street, in the City of ——. And for the true and faithful performance of all and every of the covenants and agreements above mentioned, the parties to these presents bind themselves, each unto the other, in the sum of —— dollars, as fixed, settled, agreed, and liquidated, —— damages to be paid by the party failing to complete on —— part, and which said sum shall constitute a specific lien upon the premises of said part so failing to complete. And the stipulations aforesaid are to apply to and bind the heirs, executors, administrators, and assigns of the respective parties.

In witness whereof, the parties to these presents have hereunto set their hands and seals, the day and year first above written.

Sealed and delivered in the presence of ——.

Witness..... [SEAL.]

..... [SEAL.]

## A BUILDING CONTRACT.

BE IT REMEMBERED, That on this —— day of ——, A. D., it is agreed by and between F. M. of ——, and T. J. of ——, in manner and form following, viz:

The said F. M., for the considerations hereinafter mentioned, doth, for himself, his executors and administrators, promise and agree to and with the said T. J., his executors, administrators, and assigns, that he, the said F. M., or his assigns, shall and will, within the space of —— next after the date hereof, in good and workmanlike manner, and according to the best of his art and skill, at ——, well and substantially erect, build, set up, and finish, one house or messuage, according to the draught or scheme hereunto annexed, of the dimensions following, viz., etc., and to compose the same with such stone, brick, timber, and other materials as hereafter mentioned: In consideration whereof, the said F. M. doth for himself, his executors and administrators, promise and agree, to and with the said T. J., his executors, administrators, and assigns, well and truly to pay, or cause to be paid, unto the said T. J., or his assigns, the sum of ——, in manner following, that is to say, the sum of —— part thereof at the beginning of the said work; the sum of —— more, an-

other part thereof, when the same shall be completely finished; and also that the said F. M., his executors, administrators, or assigns, shall and will, at his and their own proper expense, find and provide all the stone, brick, tile, timber, and other materials necessary for making and building the said house. And for the performance of all and every the articles and agreements above mentioned, the said F. M. and T. J. do hereby bind themselves, their executors, etc., each to the other, in the penal sum of ——, firmly by these presents.

In witness whereof, etc.

Witness.....[SEAL.]

.....[SEAL.]

(Annex Plan and Specifications.)

## MORTGAGE.

THIS indenture, made the —— day of ——, in the year nineteen hundred and ——, between —— of ——, party of the first part, and —— of ——, party of the second part.

Whereas, the said ——, is justly indebted to the said party of the second part in the sum of —— dollars, lawful money of the United States, secured to be paid by his certain bond or obligation, bearing even date herewith, conditioned for the payment of the said sum of —— dollars, on the —— day of ——, nineteen hundred and ——, and the in-

terest thereon, to be computed from ——, at the rate of —— per centum per annum, and to be paid semi-annually, on the first day of January and July in each and every year until the whole of said principal sum shall be paid.

It being thereby expressly agreed that the whole of the said principal sum shall become due after default in the payment of interest, taxes, or assessments, as hereinafter provided.

Now this indenture witnesseth: That the said party of the first part, for the better securing the payment of the said sum of money mentioned in the condition of the said bond or obligation, with interest thereon, and also for and in consideration of one dollar paid by the said party of the second part, the receipt whereof is hereby acknowledged, doth hereby grant and release unto the said party of the second part, and to his heirs (*or* successors) and assigns forever *(description of the property)*, together with the appurtenances, and all the estate and rights of the party of the first part in and to said premises.

To have and to hold the above-granted premises unto the said party of the second part, his heirs and assigns forever.

Provided always, that if the said party of

the first part, his heirs, executors, or administrators, shall pay unto the said party of the second part, his executors, administrators, or assigns, the said sum of money mentioned in the condition of the said bond or obligation, and the interest thereon, at the time and in the manner mentioned in the said condition, that then these presents, and the estate hereby granted, shall cease, determine and be void.

And the said party of the first part covenants with the party of the second part as follows:

First. That the party of the first part will pay the indebtedness as hereinbefore provided; and if default be made in the payment of any part thereof, the party of the second part shall have power to sell the premises therein described, according to law.

Second. That the party of the first part will keep the buildings on the said premises insured against loss by fire for the benefit of the mortgagee.

Third. And it is hereby expressly agreed that the whole of said principal sum shall become due at the option of the said party of the second part after default in the payment of interest for —— days or after default in the payment of any tax or assessment for —— days, after notice and demand.

In witness whereof, the said party of the first part hath hereunto set his hand and seal, the day and year first above written.

*In the presence of* ——.

(Signature and seal.)

(Wife's signature, if married.)

## POWERS OF ATTORNEY.

*General Form.*

KNOW all men by these presents, that —— have made, constituted, and appointed, and by these presents do make, constitute, and appoint —— true and lawful attorney for —— and in —— name, place, and stead (*Here specify particulars of authority*), giving and granting unto —— said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully, to all intents and purposes, as —— might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that —— said attorney or —— substitute shall lawfully do or cause to be done by virtue hereof.

In witness whereof, —— have hereunto set —— hand and seal, the —— day of ——, in the year one thousand nine hundred and ——.

Sealed and delivered in the presence of ——.

(Signature and seal.)

*Witness.*

## FORM OF LEASE.

THIS indenture, made the —— day of ——, one thousand nine hundred and ——, between —— of the —— part, witnesseth: That the said part of the first part ha letten, and by these presents do —— grant, demise, and to farm let, unto the said part of the second part, (*describe the premises*), with the appurtenances, for the term of ——, from the —— day of ——, one thousand eight hundred and ——, at the yearly rent or sum of ——, to be paid in equal —— payments. And it is agreed that if any rent shall be due and unpaid, or if default shall be made in any of the covenants herein contained, then it shall be lawful for the said part of the first part to re-enter the said premises, and to remove all persons therefrom. And the said part of the second part hereby covenant to pay to the said part of the first part the said yearly rent as herein specified.

And at the expiration of the said term, the said part of the second part will quit and surrender the premises hereby demised, in as good state and condition as reasonable use and wear thereof will permit, damages by the elements excepted.

And the said part of the first part do covenant that the said part of the second part, on paying the said yearly rent and per-

forming the covenants aforesaid, shall and may peaceably and quietly have, hold, and enjoy the said demised premises for the term aforesaid.

And it is further understood and agreed, that the covenants and agreements contained in the within lease are binding on the parties hereto and their legal representatives.

In witness whereof, the parties to these presents have hereunto set their hands and seals the day and year first above written.

Sealed and delivered in the presence of ——.

.....

.....

.....

## CONTRACT OF SURETYSHIP ON LEASE.

In consideration of the letting of the premises within mentioned to the within named ——, and the sum of one dollar to me paid by the said part of the first part, —— do hereby covenant and agree, to and with the part of the first part above named and —— legal representatives, that if default shall at any time be made by the said —— in the payment of the rent and performance of the covenants contained in the within lease on —— part to be paid and performed, that —— will well and truly pay the said rent, or any arrears thereof. that may remain due unto the

said part of the first part, and also all damages that may arise in consequence of the non-performance of said covenants, or either of them, without requiring notice of any such default from the said part of the first part.

Witness —— hand and seal this —— day of ——, in the year one thousand eight hundred and ——.

*Witness.* (Signature and seal.)

## LANDLORD'S AGREEMENT.

THIS is to certify, that I, A. B., have let unto J. D. the premises known as No. ——, in —— Street, in the city of New York, for the term of one year from the first day of May next, at the yearly rent of four hundred dollars, payable quarterly. The premises are not to be used or occupied for any business deemed extra-hazardous on account of fire, nor shall the same, or any part thereof, be let or underlet, except with the consent of the landlord in writing, under the penalty of forfeiture and damages.

Given,

Witness.....

Witness.....

.....*(Seal.)*

.....*(Seal.)*

## NOTICE TO QUIT, BY LANDLORD.

PLEASE take notice that you are hereby required to surrender and deliver up possession of the house and lot, known as No. —, in —— Street, in the City of ——, which you now hold of me, and to remove therefrom on the first day of —— next.

Dated this —— day of ——, 1909.

To Mr. A. B. T. F., Landlord.

## NOTICE BY TENANT.

PLEASE take notice that, on the first day of May next, I shall quit possession and remove from the premises I now occupy, known as house and lot No. —, in —— Street, in the City of ——.

Dated this —— day of ——, 1909.

To Mr. J. D. Yours, etc., F. P.

## FORM OF DEED.

THIS indenture, made the —— day of ——, in the year of ——, between ——, party of the first part, and ——, party of the second part, witnesseth: that the party of the first part, in the consideration of —— ($——), lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, his heirs and assigns forever, all —— (*insert description*) together with the appurtenances

and all the estate and rights of the party of the first part in and to said premises. To have and to hold the above-granted premises unto the party of the second part, ——, his heirs and assigns forever.

And the said —— —— does covenant with the party of the second part as follows:

First. That said —— —— is seized of the said premises in fee simple, and has good right to convey the same.

Second. That the party of the second part shall quietly enjoy the said premises.

Third. That the said premises are free from incumbrances.

Fourth. That the party of the first part will execute or procure any further necessary assurance of the title to said premises.

Fifth. That the said —— —— will forever warrant the title to said premises.

In witness whereof, the party of the first part has hereunto set —— hand and seal the day and year first above written.

In the presence of ——.

(Witness) .....

(Witness) .....

..... (Seal.)

..... (Seal.)

## CHATTEL MORTGAGE.

KNOW all men by these presents, that I (*or* we), of the first part, for securing the payment of the indebtedness hereinafter mentioned, and in consideration of the sum of one dollar to me (*or* us) duly paid by —— of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have bargained and sold, and by these presents do grant, bargain, and sell unto the said part of the second part (*specify the principal chattels*), and all other goods and chattels mentioned in the schedule hereunto annexed, and now in the (mentioned where located). To have and to hold, all and singular the goods and chattels above bargained and sold or intended so to be, unto the said part of the second part, —— executors, administrators, and assigns forever. And ——, the said part of the first part, for —— heirs, executors and administrators, all and singular of the said goods and chattels above bargained and sold unto the said part of the second part, —— heirs, executors, administrators and assigns, against ——, the said part of the first part, and against all and every person or persons, whomsoever, shall and will warrant and forever defend. Upon condition, that if ——, the said

part of the first part, shall and do well and truly pay unto the said part of the second part, —— executors, administrators, or assigns the sum of —— dollars, with interest, etc. (state what amount the mortgage is intended to secure), then these presents shall be void. And ——, the said part of the first part, for —— executors, administrators, and assigns, do covenant and agree, to and with the said part of the second part, —— executors, administrators, and assigns, that in case default shall be made in the payment of the said sum above mentioned (or should said part of the second part at any time deem —— unsafe or at any risk), then it shall and may be lawful for, and ——, the said part of the first part, do hereby authorize and empower the said part of the second part —— executors, administrators, or assigns, with the aid and assistance of any person or persons, to enter —— dwelling-house, store, and other premises, and such other place or places as the said goods or chattels are or may be placed, and take and carry away the said goods or chattels, and to sell and dispose of the same for the best price they can obtain, and out of the money arising therefrom, to retain and pay the said sum above mentioned, and all charges touching the same, rendering the overplus (if any) unto ——, or to —— executors, administrators or assigns. And

until default be made in the payment of the said sum of money —— to remain and continue in the quiet and peaceable possession of the said goods and chattels, and the full and free enjoyment of the same. If from any cause said property shall fail to satisfy said debt, interests, costs, and charges, the said part of the first part hereby covenant and agree to pay the deficiency.

[*Add, if desired*: And it is expressly agreed by and between the parties to these presents, that the said part of the first part, shall and will keep the goods and chattels in this mortgage and in the annexed and subjoined schedule set forth, insured against loss and damage by fire, by insurers, and in an amount approved by the said part of the second part, and assign the policy and certificates thereof to the said part of the second part; and in default thereof, it shall be lawful for the said part of the second part to effect such insurance, and the premium and premiums paid for effecting the same shall be a lien on the said mortgaged goods and chattels, added to the amount of the said mortgage or obligation, and secured by these presents, and payable on demand with interest at the rate of —— per cent. per annum.]

In witness whereof, —— the said part of the first part ha hereunto set —— hand

and seal the —— day of ——, one thousand eight hundred and ——.

Sealed and delivered in the presence of ——.

(*Give a complete list of the goods in the mortgage*).

*To all contracts, mortgages, etc., etc., have acknowledgment added by Notary Public, Justice of the Peace, or other officer authorized to take acknowledgments.*

# THE INCOME TAX LAW

The Income Tax Law levies three separate taxes:

(a) The Normal Income Tax.

(b) Surtaxes.

(c) A Corporation Tax.

The Normal Income Tax is levied upon every individual (as distinguished from corporations) residing in the United States, and every citizen residing abroad and against the net income from property owned in the United States by persons residing elsewhere. The Surtax is levied upon every individual whose income exceeds $5,000.

### Rates of Taxation.

The rates of normal tax upon the net income of individuals are as follows:

*Citizens and Residents of the United States.*

On first $4,000 in excess of credits.. 4%
Balance over $4,000..... 8%

*Non-resident Aliens.*

On total net income from sources within the United States, in excess of credits ..... 8%

*Surtax.*

Citizens and residents of the United States and non-resident aliens are also subject to a surtax which is assessed for 1921 on net income in excess of $5,000, and for 1922 and thereafter on net income in excess of $6,000 without allowance for credits. The rates of surtax for all classes of individuals are the same.

**Personal Exemption.**

(1) In the case of a single person or married person not living with husband or wife $1,000; or

(2) In the case of a married person living with husband or wife, or head of a family $2,000, if the net income exceeds $5,000, or $2,500 if $5,000 or less.

Husband and wife living together shall have but one personal exemption of $2,000 or $2,500, as the case may be, and if they make separate returns, the exemption may be taken by either or divided between them.

**Exemption for Dependents.**

For each dependent person, other than husband or wife, under eighteen years of age or incapable of self-support because mentally or physically defective, receiving his chief support from the taxpayer, the sum of $400.

**Penalties.**

For Making False or Fraudulent Return: Not exceeding $10,000 or not exceeding one year's imprisonment, or both, in the discretion of the court, and, in addition, 50 per centum of the total tax evaded.

For Failing to Make Return on Time: Not more than $1,000, and, in addition, 25 per centum of the total amount of the tax.

For Failing to Pay Tax When Due or Understatement of Tax Through Negligence, etc.: Five per centum of the tax due but unpaid plus interest at the rate of 1 per centum during the period in which it remains unpaid.

All returns, unless a definite fiscal year has been established, must be made on a calendar year basis on or before March 15 of each year.

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## HELP IN CASE OF ACCIDENTS.

**Drowning.**—1. Loosen clothing, if any. 2. Empty lungs of water by laying body on its stomach, and lifting it by the middle so that the head hangs down. Jerk the body a few times. 3. Pull tongue forward, using handkerchief, or pin with string, if necessary. 4. Imitate motion of respiration by alternately compressing and expanding the

lower ribs, about twenty times a minute Alternately raising and lowering the arms from the sides up above the head will stimulate the action of the lungs. Let it be done gently but persistently. 5. Apply warmth and friction to extremities. 6. By holding tongue forward, closing the nostrils, and pressing the "Adam's apple" back (so as to close entrance to stomach), direct inflation may be tried. Take a deep breath and breathe it forcibly into the mouth of patient, compress the chest to expel the air, and repeat the operation. 7. DON'T GIVE UP! People have been saved after hours of patient, vigorous effort. 8. When breathing begins, get patient into a warm bed, give warm drinks, or spirits in teaspoonfuls, fresh air, and quiet.

**Burns and Scalds.**—Cover with cooking soda and lay wet cloths over it. White of eggs and olive oil. Olive oil or linseed oil, plain, or mixed with chalk or whiting. Sweet or olive oil and limewater.

**Lightning.**—Dash cold water over a person struck.

**Sunstroke.**—Loosen clothing. Get patient into shade and apply ice-cold water to head. Keep head in elevated position.

**Mad Dog or Snake Bite.**—Tie cord tight above wound. Suck the wound and cauter-

ize with caustic or white-hot iron at once, or cut out adjoining parts with a sharp knife. Give stimulants, as whiskey, brandy, etc.

**Stings of Venomous Insects, etc.**—Apply weak ammonia, oil, salt water, or iodine.

**Fainting.**—Place flat on back; allow fresh air, and sprinkle with water. Place head lower than rest of body.

**Tests of Death.**—Hold mirror to mouth. If living, moisture will gather. Push pin into flesh. If dead, the hole will remain; if alive, it will close up. Place fingers in front of a strong light. If alive, they will appear red; if dead, black or dark.

**Cinders in the Eye.**—Roll soft paper up like a lamplighter, and wet the tip to remove, or use a medicine dropper to draw it out. Rub the other eye.

**Fire in One's Clothing.**—DON'T RUN—especially not downstairs or out-of-doors. Roll on carpet, or wrap in woolen rug or blanket. Keep the head down, so as not to inhale flame.

**Fire in a Building.**—Crawl on the floor. The clearest air is the lowest in the room. Cover head with woolen wrap, wet if possible. Cut holes for the eyes. DON'T GET EXCITED.

**Fire from Kerosene.** — DON'T USE

WATER, it will spread the flames. Dirt, sand, or flour is the best extinguisher, or smother with woolen rug, tablecloth, or carpet.

**Suffocation from Inhaling Illuminating Gas.**—Get into the fresh air as soon as possible and lie down. Keep warm. Take ammonia—twenty drops to a tumbler of water, at frequent intervals; also, two to four drops tincture of nux vomica every hour or two for five or six hours.

## INFORMATION FOR CONTRACTORS.

One thousand shingles, laid four inches to the weather, will cover one hundred square feet of surface, and five pounds of shingle nails will fasten them on.

One-fifth more siding and flooring is needed than the number of square feet of surface to be covered because of the lap in siding and flooring.

One thousand laths will cover seventy yards of surface and eleven pounds of lath nails will nail them on.

Eight bushels of good lime, sixteen bushels of sand and one bushel of hair

will make enough good mortar to plaster one hundred square yards.

One cord of stone, three bushels of lime and a cubic yard of sand will lay one hundred cubic feet of wall.

Cement one bushel, and sand two bushels, will cover $3\frac{1}{2}$ square yards, one inch thick; $4\frac{1}{2}$ square yards $\frac{3}{4}$ inch thick, and $6\frac{3}{4}$ square yards $\frac{1}{2}$ inch thick.

One bushel of cement and one bushel of sand will cover $2\frac{1}{4}$ square yards one inch thick; 3 square yards $\frac{3}{4}$ inch thick, and $4\frac{1}{2}$ square yards $\frac{1}{2}$ inch thick.

## AMOUNT OF PAINT REQUIRED FOR A GIVEN SURFACE.

It is impossible to give a rule that will apply in all cases, as the amount varies with the kind and the thickness of the paint, the kind of wood or other material to which it is applied, the age of the surface, etc. The following is an approximate rule: Divide the number of square feet of surface by 200. The result will be the number of gallons of liquid paint required to give two coats; or, divide by 18

and the result will be the number of pounds of pure ground white lead required to give three coats.

## ROOF ELEVATIONS.

By the "pitch" of a roof is meant the relation which the height of the ridge above the level of the roof-plates bears to the span, or the distance between the studs on which the roof rests.

The length of rafters for the most common pitches can be found as follows from any given span:

If $\frac{1}{4}$ pitch, multiply span by .559 or 7-12 nearly.

If $\frac{1}{3}$ pitch, multiply span by .6 or 3-5 nearly.

If $\frac{3}{8}$ pitch, multiply span by .625 or $\frac{5}{8}$ nearly.

If $\frac{1}{2}$ pitch, multiply span by .71 or 7-10 nearly.

If $\frac{5}{8}$ pitch, multiply span by .8 or 4-5 nearly.

If full pitch, multiply span by 1-12 or 1.1-8 nearly.

To length thus obtained must be added

amount of projections of rafters at the eaves.

As rafters must be purchased of even lengths, a few inches more or less on their lengths will make a difference in the pitch so slight that it cannot be detected by the eye.

EXAMPLE—To determine the length of rafters for a roof constructed one-half pitch, with a span of 24 ft.—24x.71= 17.04; or, practically, just 17 feet. A projection of one foot for eaves makes the length to be purchased 18 feet.

## CAPACITY OF CISTERNS.

For a Circular Cistern, take the diameter in feet, square that and multiply by .785398; that gives the area in feet; multiply this by 1.728 and divide by 231, and you will have the number of gallons capacity of one foot in depth of the cistern, from this calculate the depth.

If for a Square Cistern, multiply length by breadth, and proceed to multiply the result by 1.728 and to divide by

231, as before. Calculate in this way we find that each foot in depth of a

| Circular Cistern. | Bbls. |
|---|---|
| 5 ft. in diameter holds | 4.66 |
| 6 ft. in diameter holds | 6.71 |
| 7 ft. in diameter holds | 9.13 |
| 8 ft. in diameter holds | 11.93 |
| 9 ft. in diameter holds | 15.10 |
| 10 ft. in diameter holds | 18.65 |
| Square Cistern. | |
| 5 ft. by 5 ft. holds | 5.92 |
| 6 ft. by 6 ft. holds | 8.54 |
| 7 ft. by 7 ft. holds | 11.63 |
| 8 ft. by 8 ft. holds | 15.19 |
| 9 ft. by 9 ft. holds | 19.39 |
| 10 ft. by 10 ft. holds | 23.74 |

In calculating the capacity of cisterns, etc., 31½ gallons are estimated to 1 barrel, and 63 gallons to 1 hogshead.

## WILLS

**Wills:** A Will or Testament is a final disposition of a person's property, to take effect after his death. A codicil is an addition or alteration in such disposition. All persons are competent to make a will, except idiots, persons of unsound mind, and infants. In many States a will of an unmarried woman is deemed revoked by her subsequent marriage. A nuncupative or unwritten will is one made *orally* by a soldier

in active service, or by a mariner while at sea.

In most of the States a will must be in writing, signed by the testator, or by some person in his presence, and by his direction, and attested by witnesses, who must subscribe their names thereto in the *presence* of the testator. The form of wording a will is immaterial as long as its intent is clear.

Age at which persons may make wills is in most of the States 21 years. Males and females are competent to make wills at 18 years in the following States: California, Connecticut, Hawaiian Islands, Idaho, Montana, Nevada, North Dakota, Oklahoma, South Dakota, Utah; and in the following states only females at 18 years: Colorado, District of Columbia, Illinois, Maryland, Missouri, Washington, Wisconsin.

In the following States persons of 18 years may dispose of personal property only: Alabama, Arkansas, Missouri, Oregon, Rhode Island, Virginia, West Virginia; in Georgia any one over 14 years and in Louisiana any one over 16 years is competent to make a will. In Colorado persons of 17 years, and in New York males of 18 and females of 16 years may dispose of personalty.

Witnesses—Most of the States require two witnesses, except in Connecticut (3), Maine (3), Massachusetts (3), New Hampshire (3), South Carolina (3), Vermont (3).

# STATUTE OF FRAUDS

All Common Law, bills of exchange and promissory notes must be in writing.

By statute, writing is in some states declared necessary for the following contracts:

(a) Acceptance of a bill of exchange or other order for the payment of money.

(b) Acknowledgment of a debt barred by the statute of limitations.

(c) New promise by infant after attaining his majority.

(d) By the statute of frauds writing is necessary in certain specified contracts.

The famous statute of frauds and perjuries 29 Car. II. c. 3, was enacted in England in 1677, and as stated in its recital, had for its object the prevention of many fraudulent practices, which are commonly endeavored to be upheld by perjury and subornation of perjury.

The original statute, which is substantially followed by the statutes of most of our states contains two sections, the fourth and the seventeenth which affect the form of certain simple contracts.

This statute has been substantially followed by the statute of most of our states, but in some states the statute is materially different.

The statute does not apply to:

(a) Contracts created by law.

(b) Instruments created under, and de-

riving their obligation from special statutes.

(c) Executed contracts.

The fourth section of the English statute, which has been substantially followed in most of the states, enacts: That no action shall be brought:

(A) Whereby to change any executor or administrator upon any special promise to answer damages out of his own estate.

The statute applies only to promises:

(a) To answer for debts or liabilities of the deceased, and

(b) To answer for them out of the property of the promisor.

(B) Or whereby to charge the defendant upon any special promise to answer for the debt, default or miscarriage of another person.

The following points should be noted:

(a) The debt, default or miscarriage must be that of another person and therefore for the statute to apply:

(1) There must be either a present or prospective primary liability of a third person for which the promisor agrees to answer. He must not himself be or become primarily liable.

(2) The liability of the third person, therefore must continue.

(b) A promise which contemplates payment out of the debtor's property in the hands of the promisor is not within the statute.

(c) Nor is a promise to the debtor to pay his debts. This generally includes contracts of indemnity, though, if the promise be to answer for another's debt, it is within the statute, notwithstanding it is in the form of a contract of indemnity.

(d) Nor, according to the weight of authority, does the statute apply, where the leading object of the promisor is to subserve some purpose of his own, and his promise is merely incidental.

(C) Or to charge any person upon any agreement made upon consideration of marriage.

Contracts or Sale of Lands, or any interest in or concerning them.

The following general rules may be mentioned:

(a) The contract must be for a substantial interest in land.

(b) Fructus industriales, or crops and other products of land raised by labor and cultivation, are not an interest therein.

(c) Fructus naturales, or the general growth and products of land, are an interest in land if the ownership is to pass before, but not if it is not to pass until after, severance.

(d) A mere license to enter on land is not an interest in land, but it is otherwise with an easement.

Agreement not to be performed within one year.

The following rules may be mentioned:

(a) The agreement must be impossible of performance within the year.

(b) In some jurisdictions the agreement must contemplate non-performance by both parties within the year.

(c) In a few jurisdictions this clause of the statute does not apply to agreements relating to land.

**Contents of Writing.** The writing must show:

(a) The names or descriptions of the parties.

(b) The terms and subject-matter of the agreement.

(c) The consideration (in most jurisdictions).

**Separate Papers:** The writing may be on separate papers, provided they are all signed by the party to be charged or his agent, and that such as are not so signed are attached to or referred to in a signed paper.

**By whom signed:** In most jurisdictions only the signature of the party to be charged is required, but in some jurisdictions contracts consisting of mutual promises must be signed by both parties.

**How Signed:** The signature may be by mark or initial and unless the statute requires the name to be subscribed may be printed and may be in any part of the writing.

**Agent to Sign:** Where the signature is by agent, the agent must be a third person, but a person who acts as agent for one person in making the contract may act as agent of both in making the memorandum.

Failure to comply with the requirement of

the fourth section does not render one contract void, but merely excludes final proof, and renders it unenforceable.

**In General:** The 17th section of the English statute, which has been substantially followed in most of the states, enacts, that: No contract for the sale of any goods, wares or merchandise for the price of 10£ sterling, or upward, shall be allowed to be good, except,

(a) The buyer shall accept part of the goods so sold, and actually receive the same,

(b) Or give something in earnest to bind the bargain, or in part payment,

(c) Or that some note or memorandum in writing of the said bargain be made and signed by the parties to be charged by such contract, or their agent thereunto lawfully authorized.

**Executory Sale:** The section applies to executory as well as executed contracts.

**Work and Labor.** It does not apply to contract for work, labor, and materials, but a contract is not deemed to be one for work, labor and materials.

(a) In England and some states where it contemplates the ultimate transfer of the property in a chattel for a price, although the chattel is to be made.

(b) In most jurisdictions, where the chattel, although to be made, is one which the seller ordinarily makes and sells in the course of his business. It is otherwise if it is one which must be specially manufactured.

(c) In New York and some other States, where the chattel is in existence,

although the seller is to adopt it to the use of the buyer.

They comprehend:

(a) All corporal movable property.

(b) In the United States, generally (but not in England) incorporal property, such as shares, bonds, notes, etc.

(c) Fructus naturales and fructus industriales where the ownership is not to pass until after severance.

d) Fructus industriales (perhaps) also where the ownership is to pass before severance.

To satisfy this exception there must be both:

(a) Acceptance, which in this country means assent by the buyer that the goods are to be taken by him, in performance of the contract, and

(b) Receipt, or the taking of possession of the goods by the buyer, with the seller's consent, either by actual delivery or by agreement.

Earnest, is something of value, not forming part of the price, given and received to mark the final assent of the parties to the bargain.

Part payment may be made at or (unless the Statute otherwise requires) subsequently to the time of the contract, either in money or anything of value.

The rules as to the form required by Sec. 17 are the same as in the case of Sec. 4, except that the consideration of the promise of the party to be charged need not appear.

As in the case of Sec. 4 it is generally held that failure to comply with the provisions of Sec. 17 does not render the contract void, but merely prevents its enforcement. (Clark on Contracts.)

## MEASUREMENTS IN GENERAL USE.

7.92 inches make 1 link.
25 links make 1 rod.
16.50 feet make 1 rod.
4 rods make 1 chain.
10 chains make 1 furlong.
8 furlongs make 1 mile.
320 rods make 1 mile.
5,280 feet make 1 mile.
10 square chains make 1 acre.
160 square rods make 1 acre.
640 acres make 1 square mile.
43,560 square feet make 1 acre.
60 geographical miles make 1 degree.
1,728 cubic inches make 1 cubic foot.
27 cubic feet make 1 cubic yard.
Gunter's chain, 22 yards of 100 links.
A section is 640 acres.
A township is 36 sections, each 1 square mile.
A span is 9 inches.
A knot—nautical—is 6,086 feet.
A fathom—nautical—is 6 feet.
A stone is 14 pounds.
A square acre is 208 7-10 feet on each side.

## CONTENTS OF FIELDS AND LOTS.

| | |
|---|---|
| 220 ft. by 198 | ft. equals 1 acre. |
| 440 ft. by 99 | ft. equals 1 acre. |
| 110 ft. by 369 | ft. equals 1 acre. |
| 60 ft. by 726 | ft. equals 1 acre. |
| 120 ft. by 363 | ft. equals 1 acre. |
| 240 ft. by 181½ | ft. equals 1 acre. |
| 200 ft. by 108 9-10 | ft. equals ½ acre. |
| 100 ft. by 145 2-10 | ft. equals ⅓ acre |

There are 12 city lots, 25 x 100 feet, in an acre with the street cut through; 17 424-1000 city lots, 25 x 100 feet, in an acre without the street cut through.

**Measures of Length.**—A palm is three inches; a hand (horse measure) is four inches; a span is 10⅞ inches; a cubit is eighteen inches; a pace is three feet; a fathom is six feet; a great cubit is 11 feet; 16½ feet equal 1 rod; 40 rods 1 furlong; 8 furlongs 1 mile; 60 geographical miles 1 degree; a mile is 5,280 feet or 1,760 yards in length; a league is 3 miles; a day's journey is 33½ miles.

## POPULATION OF THE LARGEST CITIES IN THE WORLD.

| | |
|---|---|
| London (1921, estimated) .. | 7,476,168 |
| New York (1921, estimated) | 5,620,048 |
| Paris ..... | 2,863,741 |
| Chicago ..... | 2,701,705 |
| Berlin ..... | 4,000,000 |
| Tokio, Japan ..... | 2,173,401 |
| Vienna ..... | 1,842,000 |
| Canton ..... | 950,000 |
| Peking ..... | 1,200,000 |
| Petrograd ..... | 706,800 |
| Philadelphia ..... | 1,823,779 |
| Constantinople ..... | 1,000,000 |
| Calcutta ..... | 1,222,000 |
| Moscow ..... | 1,100,000 |
| Buenos Ayres ..... | 1,637,000 |

## THE TORRENS SYSTEM OF LAND TITLE REGISTRATION.

The following statement of information in regard to the Torrens System of Land Title Registration has been compiled after a study of all available authoritative sources of information.

**Its Name:** The popular designation of the Torrens System is taken from the name of Sir Robert Torrens, who, as Land Commissioner and Registrar-General, established the system in Australia in 1858.

**What It Is:** Under the Torrens System an owner of land may make application for a certificate of title to be issued by the Registrar of the county. This certificate has been aptly likened to a ledger page as commonly used in bookkeeping accounts. The original certificate constitutes one page in the title book in the Registrar's office, and upon this page all the facts in regard to the title of the particular piece of ground affected are entered. Thus upon this page will appear the description of the property, the name of the owner in fee, the mortgages and any other liens or encumbrances affecting the property.

A duplicate original of this certificate or ledger page is prepared and given to the owner as his evidence of title.

**What It Does:** The certificate of title gives to the owner a declaration or statement of his title which, by law, is indefeasible and incontestable. That is, in order to know the condition of a title one need look only upon this ledger page certificate and whatever may be noted there may be finally and absolutely accepted as the condition of the title. No mortgage, judgment,

lien, dower claim, ancient right of heirs, or any other claim can be set up or claimed unless it is noted upon this certificate. By its policy of title insurance, a title company simply promises to defend a person's title in case of a lawsuit. The Torrens System prevents the lawsuit; that is, the law provides that no claim can be set up against the title or enforced in a court, unless the claim is stated upon the certificate. This great beneficial result is accomplished because of the fact that the first certificate issued is founded upon a final judgment of the court and back of every certificate is the sovereignty of the State, declaring the title to be absolutely indefeasible and incontestable. After the first registration no searching at all is required and the title cannot be questioned.

**Defects of Present Deed System:** The chief defects with the present system is that no purchaser of real estate can be assured of his title until he has hired an attorney to make a thorough examination of that title from the current date back to the original grant in colonial times. This examination, which costs on the average between $60 and $70, and often several hundreds of dollars, must be undertaken anew for each purchaser, because no prospective buyer will be content to purchase without in some way assuring himself of the title.

The title of a present owner is subject to all the mistakes, actual and imaginary, contained in all the transactions affecting the property since the earliest records.

A Register's or County Clerk's office is in about the same condition as a bank would be that had been in business for a hundred years or more and had kept only

journal entries of transactions with no ledgers upon which to balance the account of any of its customers.

The Torrens idea is to open a ledger account for each piece of land registered and, as it were, to permit an owner to apply to have his account balanced.

**Progress of System:** The instant success of the plan in Australia caused it to spread quickly to various English colonies. England adopted a law in 1862, and in 1897 it was made compulsory in the City of London. In 1865, the system was established in Ireland, and in Canada it is to-day practically universal.

In the United States registration laws have been established in nineteen States. These States with the dates of adopting the law are:

California, 1897; amended 1914.
Colorado, 1903.
Georgia, 1917.
Illinois, 1897.
Massachusetts, 1898.
Minnesota, 1901.
Mississippi, 1914.
Nebraska, 1915.
North Carolina, 1913.
North Dakota, 1917.
New York, 1908.
Ohio, 1896; constitution amended 1912.
Oregon, 1901.
South Carolina, 1916.
South Dakota, 1917.
Tennesse, 1917
Utah, 1917.
Virginia, 1916.
Washington, 1907.

The system was adopted by the United States Government for the Philippine Islands in 1902 and Hawaii in 1903. In 1915, Pennsylvania passed an amendment to its constitution authorizing a Torrens law.

**Its Practical Application:** The certificate system of land registration has not met with universal success in every State into which it has been introduced, although it has met with success in those States that have followed correct principles.

The Massachusetts law is one of the most successful and has served as a model for U. S. Government in Hawaii and Philippine Islands and for the present New York law, Minnesota and other States.

During the first seven years, 1898 to 1905, of the operation of the law in Massachusetts, eight hundred and twelve (812) titles were voluntarily registered.

This land court had received up to January 1, 1916, 5,749 applications from 285 out of 363 towns in the State, and had issued thereon 22,000 certificates of registration, including subsequent transfers of property. The value of the property registered is $56,682,216.00.

The compulsory assurance fund in Massachusetts, which is set aside specifically to alleviate any injustice which the operation of the system may bring about, had on January 1, 1915, piled up to the amount of $248,857. But during the twenty years of the operation of the law in that State, but two claims have been made from this fund, and but one paid—for $2,700.

During the first seven years of the oper-

ation of the Torrens law in Illinois, and during practically the same period, 1899 to 1905, there were in Cook County alone sixteen hundred and twenty-seven (1,627) titles registered. Up to January 1, 1915, 7,390 applications had been received and 28,000 certificates had been issued, including subsequent transfers of property. The value of the property registered in Cook County is $60,000,000.

This data would seem to show that the Torrens system has had a better general operation in Cook County, Illinois, and in that connection it is instructive to note that although the compulsory assurance fund had accumulated to the amount of $60,000 on January 1, 1918, there has during the fifteen years of its existence been but one payment from the fund,—for the sum of $300.

**The New York Law:** A Torrens Law was passed in New York in 1908 (and was amended in 1910), but was not a success because it was faulty in several fundamental respects. A true Torrens System:

(1) must be official—there is no room for private profits;
(2) must be conclusive—titles must be indefeasible;
(3) must be permanent—there can be no privilege of withdrawal;
(4) must have an adequate assurance fund;
(5) must have a simple, cheap and speedy procedure.

These elements will be found in every successful Torrens law.

The 1908 law violated all of these fundamental requirements. The "official" examination was turned over as a matter of profit to attorneys and title companies. Six

months must elapse before the certificate of title became conclusive. Withdrawals were permitted. Payment into the assurance fund was optional and the state was not back of it. The procedure was unnecessarily cumbersome, expensive and lengthy.

In 1916, amendments were introduced to correct these faults. These amendments, known as the Simpson-Cotillo bill, received the approval of the Chamber of Commerce, the Bar Association, the State League of Savings and Loan Associations, the Citizens Union, the Harlem Board of Commerce, and many other associations and individuals. So active was the opposition of certain interests that the campaign for reform was only partially successful.

**1916 Amendments:** The New York law has been amended by Chapter 547 of the Laws of 1916, authorizing the Registrar of each county to designate an official examiner of title for his county. The amendments also eliminated the withdrawal feature, made registrations permanent, and broadened the assurance provisions. The simplification of the court precedure was deferred to another year.

**1918 Amendments:** By Chapter 627 of the Laws of 1918, the New York law was again amended and the short practical Massachusetts procedure was adopted. Additional amendments are pending to put the State (county) back of the assurance fund and eliminate the title companies from the work of the official examination of titles. The present law however is workable and titles are being registered in increasing numbers.

## HOW TO REGISTER YOUR TITLE IN NEW YORK STATE.

The original Torrens law as drawn by Torrens himself required an owner's title to be examined before it was registered for the first time. Notices were sent to all persons interested. The work, however, was all done **by the registrar's office.** All an applicant had to do was to file his application and pay the fees. It was not customary to hire an attorney unless a contest arose which required the case to be tried in court the same as other law suits.

Under the present New York law, as amended in 1918, the idea of the original Torrens act is largely followed. The initial examination and the giving of notice is done in the registrar's office, but under the direction of the Supreme Court. There is very little for the applicant or his attorney to do except file the first papers to begin the proceeding.

The following instructions relate to the **first registration only.** After a title is once registered **no future examination of title is necessary.** A title is subsequently transferred by the simple process of the seller turning in his old certificate to the registrar who issues to the purchaser a new certificate in its place at a cost of $3.00.

There are three papers on which the proceedings are begun. They are:

1. **A petition** (Form No. 1), which is the application for registration, addressed to the Supreme Court and signed and verified by the owner or his duly authorized agent.
2. **A notice** (Form No. 2), and
3. **An Order** (Form No. 3), signed by the court directing the official examiner to examine the title and the registrar to send out the notice of hearing.

**The petition** may be made either by an owner in possession or by a prospective purchaser under a contract from an owner in possession. In the latter case the contract must be acknowledged by the owner in the same form required for a deed to be recorded and the contract must be filed with the petition.

The petition must contain all the facts about the title known to the petitioner including an adequate description of the property, the owner's name and address and that of the wife (or husband) of the petitioner, the names and addresses of all mortgagees or holders of other liens, the names of occupants of the property except tenants under leases not exceeding one year, the name and addresses of abutting owners, the assessed value of the land, the interest of the petitioner and a prayer that the title be registered. The petition must contain certain other formal allegations.

**Where to file the papers.** The petition (Form No. 1) must be filed with the county clerk of the county in which the land is situated. At the same time file with the county clerk one copy of the notice (Form No. 2). Another copy of the same notice (Form No. 2) must be filed with the registrar of the county. The registrar is the same as the register of deeds in the counties of New York, Kings, Bronx and Westchester; in all other counties the registrar is the county clerk. As soon as the petition and notice are filed fill in the affidavit on the back of Form No. 3, which is the form of the order and present it to the Justice of the Supreme Court at Special Term (in Manhattan at Special Term, Part II). When the order has been signed and entered deliver a copy of it with a copy of the

petition to the registrar's office for the information of the registrar and the official examiner, who will proceed at once to give notice of the hearing and to examine the title.

**Survey.** At the same time deliver to the official examiner a survey of the property with the surveyor's affidavit (Form No. 4) attached if it is ready. If the survey is not ready it should be delivered at least within a week. It may be made by any competent surveyor, and should be on tracing paper or a cloth print, size 8½ x 14 inches.

It is well to give the official examiner all the papers you have relating to the property, such as deeds, searches, tax receipts, title policies, contracts, etc., which he will return to you.

**Return day.** The return day for the hearing (that is the day when the case comes up before the court for decision) is stated in the notice sent out by the registrar and must be at least twenty (20) days after the notice is published.

On the return day, if no objections to title are found, the court will enter a **final order** (Form No. 5) directing the title to be registered. A certified copy of this order is filed with the registrar, who then issues the certificate of title.

**Expenses to be paid by the petitioner.** At the time of the filing of the petition and notice the following fees must be paid to the registrar:

For filing notice—$1.00.

For services of official examiner—$10.00 plus one-tenth of one per cent. of the assessed value of the property.

For publishing, mailing and posting notices (about)—$15.00.

When the **final order** is filed the following payments must be made to the registrar:

For assurance premium—One-tenth of one per cent. of the assessed value of the property.

For issuing the first certificate of title—$5.00.

Formula: The registrar's fees for the first registration may be conveniently estimated by taking $2.00 per thousand on the assessed value of the property and adding $31.

Thus the fees for registering property assessed at $10,000 would be $51; $20,000, $71, etc. In addition to the registrar's fees there are nominal filing fees in the county clerk's office.

The cost of survey depends upon the surveyor, the ordinary charge is $18 for a city lot.

**Subsequent transfers** may be made for the nominal fee of $3.00 paid to the registrar. There are **no recording fees** for deeds, mortgages, etc., under the Torrens system. For registering a mortgage, a charge of $1.00 is made. The mortgagee has the privilege of obtaining a "registration copy" of the mortgage for which the charge is the same as that for preparing a certified copy of a mortgage, which would be two or three dollars according to the length of the mortgage.

In order to encourage registrations and to familiarize the public with the procedure, the Torrens Title League of the State of New York has issued a pamphlet of instructions and has printed the five forms referred to above which it will supply on application (for 20 cents a set, cost of printing and mailing). The Torrens Title League is

a voluntary organization with headquarters at No. 215 West 125th Street, New York City.

The City of New York has officially recognized the Torrens system by providing places at $3,500 each for an Official Examiner of Titles in each of the four counties of New York, Bronx, Kings and Queens. The law also authorizes the registrars to print and furnish the public with the necessary forms and it is expected that the registrar's offices will be fully equipped to handle all titles that may be presented on and after January 1, 1920.

The official examiner will not represent the applicant as counsel, but will assist the applicant or his attorney in preparing the necessary papers.

Any owner or any one holding a contract to purchase from an owner may apply. The purchaser may have the certificate issued in his own name after the title is closed. December 31, 1919.

JOHN J. HOPPER,

President and Treasurer, Torrens Title League of the State of New York, 215 West 125th Street, New York City.

WALTER FAIRCHILD,

Secretary and Counsel, No. 1 Liberty Street, New York City.

## THE A B C'S OF REALTY.

Have you ever stopped to consider that the greatest commodity on earth is the earth itself? And without question this commodity we call real estate will always be in the lead. You could not have selected the study of any profession or line of business with greater possibilities and where individual initiative will count for more. I say without boasting or to belittle my own efforts that after 23 years' experience I find myself just as eager to learn new things about the real estate profession, for it is now a profession, and new contingencies are arising every day that make me keep my head clear and my wits about me. It is this very feature of unexpected exigencies that makes it so enticing.

Two particular qualities are essential to the business of real estating—patience unlimited, and optimism bubbling over. You must be ready to spend days on a deal and then be prepared to go home to dinner with a smile on your face and a greater determination to start another deal in the morning when only five minutes before you leave the office a phone message brings a "No" to a transaction that would have netted you a handsome commission. I am not dreaming. These are realities, as any real estate dealer will tell you. But you can overcome these defects, as we are all obliged to; and you can doubly rejoice when a deal is put across with one-fourth the energy that has twice as big compensation.

After all it is the same experience in any business worth the knowing. Look in the mirror, size yourself up and determine that you will be successful in the business that deals in the greatest commodity on earth by spending your leisure hours here in a class like this.

Yourself prepared, you seek an opening. Unless you are already slated for some par-

ticular position seek one first with a reliable firm of high standing. A few years' tutelage in such an office is worth double in the long run. You must build up a reputation, and it builds up much more rapidly under proper guidance.

Remember business will seek you only when you have proven yourself worthy both as to personal reliability and competent judgment of values.

Having gained an opening with such a firm or individual, stick! And that applies to your side of the bargain only and to your efforts. Don't stick because you are one of the necessary wheels in the mesh, but because the cotter pin is driven home. You recall its shape—two prongs, one, responsibility shouldered, the other individual initiative.

The business of real estating includes not only the direct buying and selling of property either for yourself or for others as agent, but the care and management of property through a rental department. In this department are not only the collection of rents and the securing of new tenants, but the making of repairs or general rebuilding to make the property more modern and productive of a better return on the investment. There are also taxes to be paid at proper times and insurance to be written.

Often your suggestions, if wise ones, will render to your client valuable information and place him in a position to secure far better returns than he would have otherwise hoped to obtain, solely because your study of the situation together with previous knowledge of similar circumstances make you fit to recommend the right kind of improvements. It is this kind of service that ties you to your clients.

Right here let me say this is a profession in which there is little competition. A first class rental agent can find first class em-

ployment in any city to-day. It is a study by itself—the go-between, between the landlord and the tenant.

Ability to handle and manage real estate profitably is gained through study of the care of property, which comprehends the principles of investment and speculation; the management and handling of old and new buildings; income; and expenditure.

Then there is the mortgage loan department, not essential to the business, but it fits in so nicely, and is so frequently required, that no well organized real estate office is without it.

Neither is the insurance department a vital one, but a certain amount of insurance naturally comes to one managing real estate, and as soon as possible should be placed in charge of one giving his entire time to it. These are the four main departments with which you already are, or with which you will come in contact when you become actively engaged in the business of real estating.

It is almost needless to mention that once you become active in the work you at once become interested in all kinds of city improvements, in the tax rate, in new schools and churches, in the development of the small retail centers in the outskirts of the city, in car-line extensions in contemplated acquisitions of parks in arterial roads leading to the country, for all these influence the value of property in their vicinity.

As you become more deeply interested in the business you will begin to take an active hand in advertising. Here you have an opportunity to spend a lot of energy on a phase, in every line of business, for that matter, that is as essential to that business as air is to the tires of an automobile. You can move, but it is mighty slow and unpleasant without the air or the advertising. The newspapers, board signs, followup let-

ters, etc., all keep the man in charge constantly watching to learn which is the most successful.

From the start you want to show some special trait that will be apparent to your employer and that will convince him that you are in earnest about the business. First of all don't let any piece of property come into the office without you at least having seen it within 24 or 48 hours. Why? Because some day some one at the selling end is going to be without all the information he desires on a certain piece of property he is endeavoring to dispose of. If you can unnoticed, slip that information over, it will have put a feather in your cap, and the first thing you know a request will be forthcoming for such information, which means for your advancement. Keep an eye and an ear open for the opportunity to offer such information. Not, of course, if it prevents you from properly performing your regular duties, but occasionally the opportunity will present itself, and you will be prepared.

Furthermore, give care to the acquiring of knowledge about property not yet seen in the care of your office, particularly in the section where your firm is most operating.

Keep in touch with the correspondence regarding property. I mean, of course, purely business correspondence that is open to anyone in the office. But salt that information down, and never, never pour it out except at a time when it is called for and then only to one who is entitled to receive it.

Everything that goes on in your office belongs only to that office, and you will not, of course, allow it to leak out.

It is needless to say that as you progress you will become particularly interested in some one of the particular phases of the business and will undoubtedly specialize in it.

S. S. STARING.

## AVAILABLE U. S. LANDS FOR HOMESTEADS.

TABULAR statement showing area of public lands vacant and subject to entry and settlement in the public land States and Territories, July 1, 1915.

| State or Territory. | Area Unappropriated and Unreserved. Surveyed. Acres. | Unsurveyed. Acres. | Total. Acres. |
|---|---|---|---|
| Alabama | 47,940 | ..... | 47,940 |
| Alaska* | ..... | ..... | ..... |
| Arizona | 10,[illegible]788 | 26,123,539 | 36,810,327 |
| Arkansas | 258,115 | 20,040 | 278,155 |
| California | 16,244,018 | 4,391,905 | 20,635,923 |
| Colorado | 15,328,580 | 1,907,534 | 17,236,114 |
| Florida | 136,793 | 131,691 | 268,484 |
| Idaho | 8,490,825 | 7,721,448 | 16,212,273 |
| Kansas | 75,214 | ..... | 75,214 |
| Louisiana | 62,619 | 38,397 | 101,016 |
| Michigan | 76,030 | ..... | 76,030 |
| Minnesota | 943,831 | ..... | 943,831 |
| Mississippi | 36,882 | ..... | 36,882 |
| Missouri | 923 | ..... | 923 |
| Montana | 10,804,819 | 8,260,302 | 19,065,121 |
| Nebraska | 179,961 | 12,397 | 192,358 |
| Nevada | 29,834,403 | 25,583,343 | 55,417,746 |
| New Mexico | 19,483,811 | 8,304,546 | 27,788,357 |
| No. Dakota | 493,667 | ..... | 493,667 |
| Oklahoma | 42,177 | ..... | 42,177 |
| Oregon | 13,604,733 | 1,837,445 | 15,442,178 |
| So. Dakota | 2,880,828 | 53,781 | 2,934,609 |
| Utah | 13,545,395 | 19,818,442 | 33,363,837 |
| Washington | 932,837 | 211,768 | 1,144,605 |
| Wisconsin | 6,758 | ..... | 6,758 |
| Wyoming | 28,789,965 | 2,140,004 | 30,929,969 |
| Total | 172,987,912 | 106,556,582 | 279,544,494 |

The unappropriated lands in Alaska are not included herein. The total area of Alaska is 378,165,760 acres, of which about 20,898,000 acres are reserved. Approximately 300,000 acres have been surveyed under the rectangular system within the past five years.

## LIST OF UNITED STATES LAND OFFICES.

The General Land Office does not issue maps showing the location of vacant public land subject to entry. This information can be reliably obtained only from the records of the various United States district land offices, which are located as follows:

ALABAMA:
Montgomery.

ALASKA:
Fairbanks.
Juneau.
Nome.

ARIZONA:
Phoenix.

ARKANSAS:
Camden.
Harrison.
Little Rock.

CALIFORNIA:
Eureka.
Independence.
Los Angeles.
Sacramento.
San Francisco.
Susanville.
Visalia.

COLORADO:
Del Norte.
Denver.
Durango.
Glenwood Springs.
Hugo.
Lamar.
Leadville.
Montrose.
Pueblo.
Sterling.

FLORIDA:
Gainesville.

IDAHO:
Blackfoot.
Boise.
Coeur d'Alene
Hailey.
Lewiston.

KANSAS:
Dodge City.
Topeka.

LOUISIANA:
Baton Rouge.

MICHIGAN:
Marquette.

MINNESOTA:
Cass Lake.
Crookston.
Duluth.

MISSISSIPPI:
Jackson.

MISSOURI:
Springfield.

MONTANA:
Billings.
Bozeman.
Glasgow.
Great Falls.
Havre.
Helena.
Kalispell.

Lewistown.
Miles City.
Missoula.

NEBRASKA:
Alliance.
Broken Bow.
Lincoln.
North Platte.
O'Neill.
Valentine.

NEVADA:
Carson City.
Elko.

NEW MEXICO:
Clayton.
Fort Sumner.
Las Cruces.
Roswell.
Santa Fe.
Tucumcari.

NORTH DAKOTA:
Bismarck.
Dickinson.
Minot.
Williston.

OKLAHOMA:
Guthrie.
Woodward.

OREGON:
Burns.
La Grande.
Evanston.
Lander.
Sundance.

Lakeview.
Portland.
Roseburg.
The Dalles.
Vale.

SOUTH DAKOTA:
Bellefourche.
Gregory.
Lemmon.
Pierre.
Rapid City.
Timber Lake.

UTAH:
Salt Lake City.
Vernal.

WASHINGTON:
North Yakima.
Seattle.
Spokane.
Vancouver.
Walla Walla.
Waterville.

WISCONSIN:
Wausau.

WYOMING:
Buffalo.
Cheyenne.
Douglas.

No specific descriptions of the character of the land, climate, water, or timber can be given by the General Land Office.

Unoccupied public lands, subject to settlement and entry, are to be found in all the States west of the Mississippi River except Iowa and Texas. There is also considerable

vacant public land in the States of Michigan, Florida, Alabama and Mississippi.

Persons who desire to make homestead entry should first decide where they wish to locate, then go or write to the local land office of the district in which the lands are situated, and obtain from the records diagrams of vacant lands.

A personal inspection of the lands should be made to ascertain if they are suitable, and, when satisfied on this point, entry can be made at the local land office in the manner prescribed by law, under the direction of the local land officers, who will give the applicant full information. Should a person desire to obtain information in regard to vacant lands in any district before going there for personal inspection, he should address the register and receiver of the particular local land office, who will give such information as is available. The local land officers cannot, however, be expected to furnish extended lists of vacant lands subject to entry except through township plats, which they are authorized to sell as follows:

| | |
|---|---|
| For a township diagram showing entered land only | $1.00 |
| For a township plat showing form of entries, names of claimants, and character of entries | 2.00 |
| For a township plat showing form of entries, names of claimants, character of entry, and number | 3.00 |
| For a township plat showing form of entries, names of claimants, character of entry, number, and date of | |

filing or entry, together with topography, etc. ..... 4.66

Purchasers of township diagrams are entitled to definite information as to whether each smallest legal subdivision, or lot, is vacant public land. Registers and receivers are therefore required in case of an application for a township diagram showing vacant lands to plainly check off with a cross every lot or smallest legal subdivision in the township which is not vacant, leaving the vacant tracts unchecked. There is no authority for registers and receivers to charge and receive a fee of 25 cents for plats and diagrams of a section or part of a section of a township.

## THE FEDERAL FARM LOAN SYSTEM.

By James B. Morman

(Author of The Principles of Rural Credits.)

Before the Federal Farm Loan Act was passed, there had always been difficulty in procuring farm mortgage loans. Not only were the rural districts as a rule remote from the great money centers, but, if a loan were contemplated on a farm, it usually cost more to make a single appraisal in the country than on many properities in cities. Moreover, the demands of business for money could be satisfied with loans running three or six months because of a quick turnover; but on farms such short-time loans would not be so serviceable because many farmers only derived an income once a year when crops were marketed, while producers of live stock might go two or three years without any large income from the sale of their stock. Under these conditions farmers could only procure mortgage loans running from three to five years and at a much greater cost and rate of interest than were charged for loans in business and industry.

### Origin of the Federal System.

About ten years ago an active effort was made to improve the conditions of farm finance. This movement crystallized at a congress held at Nashville, Tenn., in April, 1912, where it was decided to send a commission to Europe to study agricultural cooperation and rural credits.

In the spring of 1913 the United States Commission and American Commission, acting in conjunction, went on their mission and passed about three months in various European countries. The report of these commissions formed the basis of the Fed-

eral Farm Loan Act, which was approved by President Wilson on July 17, 1916. It took several years after the return of the commissions to prepare and enact legislation on the subject of rural credits.

The act provides for a Federal Farm Loan Board consisting of five members, including the Secretary of the Treasury who is designated as chairman. The other four members of the Board, consisting of Geo. W. Norris, Farm Loan Commissioner, Chas. E. Lobdell, Capt. W. S. A. Smith, and Herbert Quick, took the oath of office on August 7, 1916, or about three weeks after the act had been approved by the President. Mr. Quick resigned on July 31, 1919, and Mr. Asbury F. Lever was appointed to fill out Mr. Quick's unexpired term of office. Under the law, the Secretary of the Treasury is designated as the chairman of the Board.

Shortly after taking the oath of office the Board proceeded on a tour of the United States to hold hearings, with a view of establishing the 12 Federal land bank districts required by the act. The first meeting was held at Augusta, Maine, on August 21, 1916, and from that time to the end of November 53 hearings were held in 44 different states.

On December 27, 1916, the district and locations of the Federal land banks were announced as follows:

No. 1. **Springfield, Mass.** States of Maine, Massachusetts, Vermont, New Hampshire, Rhode Island, Connecticut, New Jersey and New York.

No. 2. **Baltimore, Md.** States of Pennsylvania, West Virginia, Maryland, Delaware, Virginia and District of Columbia.

No. 3. **Columbia, S. C.** States of North

Carolina, South Carolina, Georgia and Florida.

No. 4. **Louisville, Ky.** States of Indiana, Ohio, Kentucky and Tennessee.

No. 5. **New Orleans, La.** States of Louisiana, Mississippi and Alabama.

No. 6. **St. Louis, Mo.** States of Illinois, Missouri and Arkansas.

No. 7. **St. Paul, Minn.** States of North Dakota, Minnesota, Wisconsin and Michigan.

No. 8. **Omaha, Neb.** States of Wyoming, Nebraska, South Dakota and Iowa.

No. 9. **Wichita, Kans.** States of New Mexico, Kansas, Colorado and Oklahoma.

No. 10. **Houston, Tex.** State of Texas.

No. 11. **Berkeley, Cal.** States of California, Nevada, Utah and Arizona.

No. 12. **Spokane, Wash.** States of Idaho, Montana, Oregon and Washington.

On March 1, 1917, the first charter was granted to a Federal land bank, and on March 27th the first charter to a national farm loan association. In accordance with the provisions of the act, books of subscription to stock in the federal land banks were opened, and of the $9,000,000 of their capital $8,891,270 was subscribed by the Government. The banks began making loans in May, 1917, and from that time their development has been continuous.

### The Factors of the System.

There are four kinds of institutions authorized by the act from making farm mortgage loans, as follows: (1) The Federal land banks; (2) national farm loan associations; (3) joint stock land banks; and (4) agents. The conditions of their organization and operation are as follows:

1. **Federal land banks.** These are organized with not less than $750,000 capital

They can make loans on first mortgages on farm lands only, and these loans are made to members of local farm loan associations. Loans are limited to 50 per cent of the appraised value of the land and 20 per cent of the appraised value of the permanent insurable improvements, and may range from $100 to $10,000. The plan of repayment of loans is by amortization; that is, a borrower pays something on his loan each six months or year, but he pays interest on the unpaid balance of his debt only. The period of loans is from 5 to 40 years; but the privilege is granted a borrower of prepaying a part or the entire balance of his loan after five years.

In addition to their original subscribed capital, the Federal land banks increase their capital stock by subscriptions made by national farm loan associations which equal 5 per cent of the loans to their members. Moreover, these banks procure money for making loans to farmers by the issue and sale of farm loan bonds. The first mortgages taken on farms are pledged as security for bonds, and Federal land banks are authorized to issue bonds up to 20 times their capital and surplus.

At present the rate of interest on Federal land bank bonds is 4½ per cent, and the rate of interest on mortgages is 5½ per cent. This differential of 1 per cent is the source of income of the banks to meet operating expenses and make profits. Up to January 1, 1920, the Federal land banks had been authorized to issue bonds to the value of $294,850,000; while the amount of loans made was $296,386,496.

2. **National farm loan associations.** These can be organized in any locality with not

less than 10 members who must be farmers, and with applications for loans totaling not less than $20,000. They are chartered by the Farm Loan Board. Each borrower subscribes for stock in his association equal to 5 per cent of his loan; and the association in turn subscribes for an equal amount of stock in the Federal land bank of its district. The purposes for which loans can be made are confined to the purchase of land, equipment, fertilizers and live stock, to erect or repair buildings, to make permanent improvements, and, under certain restrictions, to pay off existing indebtedness.

On January 1, 1920, 4,052 associations had been chartered and loans had been made to 111,131 members.

3. **Joint stock land banks.** These are organized by private capital not less than $250,000 in amount, one-half of which must be paid up in cash and the balance subject to call by the board of directors. They are chartered by the Farm Loan Board when these conditions are fulfilled, but they can not issue bonds until the subscribed capital has been paid in full. Joint stock land banks can operate in the state in which they have their principal office and in one contiguous state; that is, this class of land banks can do business in two contiguous states only. The act, however, places no restrictions on the number that can be chartered in any state.

Joint stock land banks can not engage in any other kind of banking business except that of making first mortgage loans on farms. But their loans are made to individual farmers or partners and not to members of farm loan associations. Their bor-

rowers are also exempt from the restrictions as to the purposes of loans imposed on borrowers of the Federal land banks. The joint stock land banks also raise money for loans to farmers by the sale of bonds, but the issues of their bonds are limited to 15 times their capital and surplus.

On January 1, 1920, there had been 31 joint stock land banks chartered; the total amount of farm mortgage loans made was $60,289,240; and bonds had been authorized to be issued to the amount of $61,905,000.

All first mortgages and farm loan bonds of both Federal and joint stock land banks are instrumentalities of the Government. As such they and the income derived therefrom are exempt from Federal, State, municipal and local taxation. Both kinds of banks are under strict government supervision.

4. **Agents.** In localities where national farm loan associations are not likely to be formed, the Board has authority to permit Federal land banks to make loans to individual farmers through agents. The latter must be an incorporated bank, trust or mortgage company, or savings bank chartered by the state in which it has its principal office. Loans made in this manner are subject to the same conditions and restrictions as if made through national farm loan associations. Every agent has to indorse its loans and become liable for their payment or for defaults of the mortgagor. The amount of farm mortgage loans made can not exceed ten times an agent's capital and surplus.

There have been 11 agents authorized which are making loans, all of them in the seventh Federal land bank district.

### The Benefits of the System.

This outline indicates in a general way that the Federal farm loan system is unique in the history of farm mortgage credit. Its benefits are manifold and extend to the borrower, lender, investor, merchant and country banker.

When farmers borrow they procure long-time loans at 5½ or 6 per cent interest with an easy method of repayment.

The Federal and joint stock land banks as money lenders receive a gross income of about 1 per cent on all their borrowings by the issue and sale of bonds.

Investors secure a gilt-edge, tax-exempt security for their money which pays them about 4½ or 5 per cent interest. The issue of bonds as security is under strict government supervision and this function on the part of the Government inspires confidence on the part of the investing public.

Because farmers may borrow to procure farm implements and farm supplies, having cash to pay for them, country merchants have a quicker cash turnover than formerly and benefit accordingly.

And, lastly, where farmers and merchants are rendered more prosperous because of this method of making loans, they will have more money to deposit with their country banks. In these ways, the benefits of the Federal farm loan system are quite generally distributed.

Free circulars of information may be procured of the Federal Farm Loan Bureau, Washington, D. C.

## PRINCIPLES AND PRACTICE OF APPRAISEMENT.

An appraisal is nothing more nor less than an estimate of a property's value. This is a fact recognized by law and by every other authority. There is no one rule or set of rules used in making one appraisal which would apply with equal positiveness or directness in every other. The nearest we can come to uniformity is the observance of a number of general principles which would do justice in all cases alike. But an appraisal is nothing more nor less than an estimate, and it is impossible to say that an estimate made by even the wisest and most proficient expert is bound to represent the actual true cash value.

There are certain principles of appraisement that can be laid down for all classes of property. These are not hard and fast rules, however, and must be deviated from as circumstances require. But I will say in a general way, that in making an appraisal the conditions that should be given the most weight are :

### Three Main Principles.

The values of like property in the same immediate vicinity, as established by the last normal selling price in that vicinity.

The revenue producing ability of the property.

And what the future of the district is, in which the property is located.

To discuss properly the appraisement of real estate it is necessary to subdivide the subject in the various classes of property on the market. Thus we will treat separately the appraisement of business, factory,

residence and vacant property; again we must divide vacant into its own peculiar class, such as for factory, farm, residence and subdividing purposes.

### Business Property.

There are perhaps more considerations to be taken cognizance of in the appraisement of this class than any other. This is because it has greater potentialities or possibilities. In determining value not only present conditions but also the possibilities for the immediate future must be taken into consideration. In the appraisement of a parcel of business property, first find out what was the selling price per foot front of the last piece sold, or what corresponding property can be brought for, in the same location.

Then consider the revenue-producing power with a suitable structure on the property. In a progressive, growing community, you have a right to consider that in a few years it will be more valuable and consequently its revenue-producing ability will be greater. You have no right, however, to look to the indefinite future. **You must keep your estimate of future value within reasonable bonds.**

The structure standing on the frontage when the appraisal is made need not be accepted as the standard by which to estimate the revenue-producing power of that frontage in the future. For instance, take a frontage in the business center on which is standing only a two or three story building—that site might be valuable for a six or ten story structure, or a skyscraper. But in determining the value of the frontage, you have no right to estimate the revenue

of a building of twenty floors, because such a structure might never be erected. You have a right, however, to take into consideration the nature of the other structures in the immediate vicinity.

### Where Rule of Reason Applies.

Thus the value of business property to a marked degree is potential. It is always easy to determine the values of the frontage from the last sale made in the same vicinity and add to that the actual cash value of the brick, lumber, steel or stone in the building that stands on it.

But when it comes to estimating the revenue-producing power of that site, keen judgment and the rule of reason must be brought into play.

In appraising business property away from the actual center of business activities, there is another important consideration. We will assume that a business center once established, it remains the center from which all other values radiate. That is, other values are generally fixed according to the uses of which such outlying property are to be put. What then of the growth of enlargement of that business center? In which direction will business activities spread? Of course, this depends largely on the volume or rapidity of the City's growth. But bear in mind this fact: In the growth of a central business community, business will follow the lines of least resistance. It will spread to those avenues and thoroughfares that are easy of access to the shopping public and which can be conveniently reached by all methods of transportation by those who will have business to transact in that district. So if the

property is in the path of business progress you have a right to take that fact into consideration in estimating its value.

Still another consideration is the desirability of that property for any one particular line of business activity. The site may be ideal for a hotel and yet not be anywhere near so valuable for mercantile purposes. Another may be of great value for a retail store, and of lesser value for a wholesale or jobbing house, so the purpose for which the property is desired has much to do with its value.

### Demand as Determinate Factor.

Demand cannot be made a determining factor in fixing the actual cash value of a piece of porperty. If it is so desirable that men are willing to outbid one another, the owner is privileged to get what he can, but this would not constitute the actual cash value of the property, because it might be valuable only to that one individual and for his particular purpose.

So in the appraisement of business property, establish first a basis for your reckoning—the last normal sale price in the same vicinity, then round out the value that is inherent in that property because of its future possibilities, its revenue-producing power and its general desirability for business purposes.

## Factory Property

There are not as many important factors to be taken into consideration in this kind as in the appraisement of business property. In factory property one of the primary considerations is transportation facilities. Has it good railroad connections, and is it difficult or easy to get in raw material and ship out the finished product?

Of course, here, too, the value of other property in the same vicinity is a determining factor. If you are called on to estimate the value of a completely equipped factory, you should get a mechanical equipment expert to give you the value of the machinery for the purpose for which your client intends to use it. You must also figure how much the purchaser would have to spend in alterations to convert the factory building to his needs and purposes; consider also the age of the structure and estimate carefully how many more years of service it will give. It is not unwise, in this connection, to get the expert opinion of a builder or contractor.

### Residence Property

As in all other classes of property, first determine the value of the frontage of the last normal sale price in the same vicinity. Then arrive at a fair value for the dwelling; compute principally the original cost of the structure, making reasonable allowances for depreciation.

Residence property values are subject to increase just as others. One important element in the future of such property is whether it is in a district restricted to dwelling purposes only. If it is, then its future is assured, for then the buyer need not fear he may awaken some morning to find a garage, a store or factory along side his home.

This statement would seem to contemplate that the property, if in an unrestricted district, is subject to deterioration in value. This is only partly true. Although the value is impaired for residence purposes, it eventually takes on a new value arising

from new purposes for which the property is utilized.

Thus a home site becomes surrounded by business houses and gradually its value as a private residence becomes practically nil. The new value it takes on comes with the tread of business and makes that site valuable for the purpose of a store, garage or factory. Thus property once considered high at $200 per foot front for residence purposes today is selling at $2,500 per foot for business purposes. And there was a time when that same property fell below $200 per foot, because the great growth of the city, the building up of the outskirts and the creation of new suburban districts, make the future of that residence property uncertain in the extreme.

### Vacant Property.

I have subdivided that phase of the subject into three classes of property: Vacant for factory, residence and farm purposes. As to the value for factory purposes, it is largely a matter of finding the value of like property in the same vicinity. If in an undeveloped territory, then the value in a sense is acreage value and must be determined on that basis. If, however, it is a large parcel of vacant land in a district surrounded by other factories and by workingmen's dwellings, then the value is of a different nature entirely.

In undeveloped territory the possibility of adequate transportation facilities, such as sidetracks and spurs, and the convenience of workmen getting to and from the factory from their homes are very important considerations in determining values.

### As To Farm Acreage.

In determining the value of acreage for farm purposes, the principal factor is its distance from the center of population. If the farm is in an isolated district then its value is comparatively small; if near a good town or village its value is greater. If it is on the outskirts of a large city it takes on the potential value also, as some day it may be cut up into building lots. If the farm is so located that a good highway is available for marketing its products, it has greater value than the one with no such advantages.

Vacant property for residence purposes contemplates, principally, the subdivision. As a rule subdivisions are either in outlying districts or in sections of the city sparsely settled.

It does not follow that the farther a subdivision is from the center of population the cheaper the land. If we adhered to the principle that distance makes for lower prices, then many of the high class outlaying subdivisions should be cheaper residence sites than the so-called inside districts.

We all know, however, that the best and most exclusive residence sections are usually found in the outlying sections. The value of subdivisions land is fixed principally by the residences placed on it and by the natural surroundings.

### Effect of Automobiles

In this day of automobile transportation, high lot values are created where only acreage values prevailed a few years ago.

But to the man who depends mostly on street railway transportation the distance

from the center of population becomes a very important factor. Thus to a certain extent, the farther this land is, that has to depend on railway transportation from the business center of a town, the lower is its value for residence purposes.

There are many persons, on the other hand, depending on street railway facilities, who attach greater values to a lot in some good outlying district, than in a section more densely populated and nearer the center of business activities. These want fresh air, quiet, green grass, and a little garden. But that would not at all appeal to many others, who become restless when they do not hear constantly the noise and turmoil of a busy city.

Use common sense and honest judgment above all. Do not be swayed in your judgment by prejudices or personal feeling. Remember that as an appraiser you are placing yourself in the position of one whose judgment is supposed to be founded on experience and influenced by honor.

**John H. Tigchon.**

## HINTS ON ADVERTISING.

Advertising is the ladder that leads to business success, and the real estate man who does not advertise cannot expect to compete successfully with the agent who keeps himself and his propositions before the public through the medium of "Printers' Ink."

One billion dollars is expended in the United States in a year for advertising purposes. The annual appropriations of single firms often exceed $500,000. As high as $10 a line or $150 an inch is paid for space in some magazines. A double-page "spread" at $7,500 is a common occurrence. A page advertisement at $5,000 excites no comment.

Advertising is now regarded as a necessity due to modern conditions. In the old days, before the introduction of labor-saving devices, the problem was not how to sell the goods, but how to make them fast enough to keep up with the demand.

Instead of waiting patiently for "the world to make a beaten track to his door," the man of today who has something of merit to sell tells the whole nation in advertisements.

Yes, but the real estate business is different, you say.

But is it? Advertising is as essential to the real estate broker's success as to the manufacturer's or the merchant's.

Don't wait for a buyer to turn up—don't list a property and let it "rust" in a pigeonhole, when the greatest selling force of the age—advertising—is ready to serve you.

The selling of real estate is not a game of hit or miss. It is a game that can be played successfully only through constant practice and study, and the same is true of

real estate advertising. Indulged in liberally but carelessly, it is a source of heavy loss, but when done carefully and intelligently, the more it is resorted to the better it pays.

### Alter Your Ads Frequently

It is best also to change the wording of an advertisement frequently. In many instances we have advertised a property without getting a single inquiry about it, and by changing the phraseology of the advertisement have found three or four prospective buyers. Often a broker will blame a newspaper or a magazine when he gets no responses to an advertisement, when it is not the fault of the publication, but of the property, or the way in which the advertisement is worded.

### Mediums of Advertising.

The wise advertiser will consider, first, the medium which reaches the people who are likely to be interested in his propositions.

The expert ad writer will first conquer all the intricacies, secrets, methods, advantages and weaknesses of his business, so that he may flourish all of the former and conceal the latter, and if possible, eliminate it (not only from the ad but from the business).

If you have farm property to sell or exchange you will come in contact with a different class of buyers than in handling city or town property. When you have a farm to sell or buy the best mediums to advertise in is the farm papers with reliable circulation and we recommend "The Country Gentleman" as one of the best we know of.

City folks are buyers of farm property because they sometimes get tired of city life and desire to take up farming—conse-

quently, advertising in city papers for such buyers is advisable.

### Consider Your Market.

To get the best results in a general way, advertising should be gauged by prevailing market conditions. When the market is broad and active, buyers can be found for many properties which would not sell in a dull market, and at such times an advertiser can take bigger chances than when the public is not in a buyer mood. But even when the market is good a broker should try to offer properties that will appeal in competition with those advertised by others. It is in a narrow market that advertising ingenuity and ability are most needed, for it is in such a market that careless advertising usually proves costly in comparison with the results obtained from it.

Before advertising any property its selling possibilities should be carefully studied, and the amount to be spent should be based on them. We have found classified advertising the best for properties such as appeal to the ordinary investment or home-seeker.

A property valued at a few thousand dollars does not justify a costly display advertisement, but often plenty of white paper bordering a classified advertisement pays better than if the space bought was closely covered with print. The first essential is to attract the attention of the reader, and the surest way to do that is to place before him something he can discern without having to hunt for it. Make every advertisement big enough to attract particular attention, even if you use but a dozen words.

### "Blind" Ad Overworked.

In the past few years what is known as the "blind ad" has become quite popular with realty men. From the broker's viewpoint it is legitimate, but it is being so overworked that it does not bring the results it did originally. When the average prospective buyer answers such an advertisement, and learns the advertiser is a realty man, instead of the owner of the property, he feels he has been deceived and thus is antagonistic from the outset. Such advertisements, usually, bring answers from people who might not heed them if they bore a broker's name, but they answer their purpose by giving the advertiser a line on people who are in the market to buy, but have not confided their intentions to the advertiser. I can't say that I consider blind advertising good business. If persisted in it is liable to do a broker more harm than good. A broker should always be open and above board, for confidence is half the battle in all lines of business.

### Advertising Terms.

The following periodical terms are the ones now in use by newspapers and advertising agents:

E. O. D. means the ad is to run every other day.

E. O. W. means the ad is to run every other week.

T. F. means the ad is to run continuously till forbid.

### Advertises Consistently.

Study the advertisements of successful dealers who advertise liberally and persistently, in good times and bad, and in every legitimate way. It costs considerable to do

so, but experience has shown us that it pays. If you have real estate to sell, or have a customer who wants to buy, the only sure way to let the world know it is to advertise, which, for the real estate man, is also the only way to let the public know that he is on the job all the time.

**Edw. J. Dunn.**

## HOW TO BECOME A NOTARY PUBLIC

It will be an advantage especially to Real Estate and Insurance Agents in many states to become a notary public whereby they can certify copies of documents, bills of exchange, acknowledgments, deeds and other papers.

Notaries are usually required to furnish bonds for faithful performance of their duties. The amount varies according to the state in which they reside.

If you desire to become a notary, write to the Secretary of the State in which you reside for information, as the laws of the several States vary.

All notaries are required to have a seal and the form of same varies in the different States, which are used in stamping deeds, bills of exchange, acknowledgments, etc.

In New York notaries public are appointed by the Governor of the State and the term of office is two years from the 30th day of March of the year in which they shall be appointed. The usual procedure is to apply to the Governor himself or to his private secretary, Albany, N. Y. Thereupon a formal application blank is forwarded to the applicant, which requires certain references or indorsements intended to assure the Governor of the responsibility and good character of the applicant.

When said applicants receive their appointment they must file their oath of office with the County Clerk—they must at the same time pay a fee as follows:

In New York or Kings County, $10; in any city of not less than 50,000 or not more than 600,000 inhabitants, $5; in any other city or county, $2.50.

## HONESTY PAYS IN REAL ESTATE GAME

Be honest! When selling real estate, do not lie or exaggerate! Tell the truth! It will pay you—not merely in the satisfaction of your conscience, but in the added glory of your reputation.

If we study the history of the dishonest, fly-by-night realty dealer, we usually find that he does a fair business in a city or community until his questionable methods are exposed. Then he is forced to move from city to city, staying in each place until his unsavory reputation is known. He finally loses his ill-gotten profits in heavy traveling expenses and the cost of fitting up new offices in various places. At last he becomes a pariah among realty dealers and usually goes out of business in an insolvent condition.

In every city there are certain real estate men who have built up a big business by means of honest dealing. Competitors recognize this and often in showing a piece of property they will say, "Mr. So-and-So's manager appraised this at $5,000." By the statement, he shows that he considers that firm's word and opinion excellent. As a rule, the prospective buyer wishes to look around, and he will almost invariably call upon this firm whose judgment and reputation were considered good by a competitor and give them an opportunity to show property.

The honest dealer may find it more difficult at first than the unethical one, but the law of compensation is inexorable. The honest man's business grows. When he makes deals which are satisfactory to his clients, they tell their

friends. And they, in turn, deal with him when the time comes for them to invest. His business becomes an unending chain of satisfied customers. The honest dealer may be a man of far less ability than his dishonest rivals, but through his perseverance, his strong friendships and his reputation for integrity he may build up a steady and profitable business.

Be honest! It will bring you a clear conscience, an enviable reputation and ultimate success.

## HOW TO WRITE FIRE INSURANCE

As Fire Insurance is linked with the Real Estate business and most concerns are special agents for insurance companies, this important adjunct is profitable.

If you are starting out in the Real Estate and Insurance business, keep in close touch with your friends, and let them know what you are doing and at the same time do not forget to advertise in your local papers and thus procure new clients. By observing the daily and Sunday papers you will note advertisers in your line of business, which will impart ideas and possibly leads which you can turn to advantage.

## HOW TO PROCURE AN AGENCY

In most cities it is not easy to get an agency for reliable insurance companies as most of them have their established agents.

The proper way to procure an agency would be to write to the Secretary of State in which you reside for a list of companies registered to do business in your State, then write to a number of

them for an agency. When you succeed in procuring an agency you will be required to give a bond for honest performance in representing them. If your references are satisfactory most companies will not require a bond.

If at first you do not succeed in securring an agency you can act as an agent for the representative of a company on commission basis of 15 to 25%.

## COMPANIES WILL SUPPLY BLANK POLICIES

Fire insurance companies, or special agents will furnisn you policy blanks, stationery and advertising matter free.

All companies and special agents are very anxious to have you succeed and will at all times help you in every way possible. It is up to yourself to gain all the information you can for in the course of years it becomes valuable and an asset to your business. Legible penmanship is a great acquisition in fire insurance and new agents ought to try a superior plain style.

## KEEP RECORD OF DATES OF POLICIES AND EXPIRATIONS

It should be a fixed policy of an agent to keep a record of his policies and systematize his business so he can see at a glance when any of his policies expire. Remember it is not what you gain on the initial policy that counts but what you will make on renewals which do not require much trouble.

## FIRE INSURANCE AS A BUSINESS

If an acquaintance or a personal friend holds a policy, find out if possible when it expires, so you can see the

holder and endeavor to rewrite for your own company or general agent. New business is what you want so try to secure insurance on all properties you handle in Real Estate and keep a look out on vacant houses, and as soon as a new tenant goes in, see him for insurance. That which counts towards success, especially in Real Estate and Insurance, is a pleasing personality. Your success and popularity is up to you alone. You must develop determination to win lasting friends by a cheerful disposition. **John A. Dohrman.**

## THE PEOPLE WHO MAKE A FARM "GO"

A town or city resident who has not the fever for fertile fields is as rare as bathtubs in Iceland. Every town-bred chap dreams daily of the time when his savings will help him to move into the country for keeps. Those who have forsaken the rural districts for city life are always planning to get back. But the trouble with native Americans is that they want to have their farms and country homes handed to them on a platter in the form of a glittering pay-as-you-can contract.

Foreigners are getting all the farms! While the native American is waiting for a mythical "gold ship" to come into his port, or for a rich uncle to step over the Styx, the thrifty, enterprising foreigner, used to "town-lot farms" back home, and utterly overwhelmed with the easy and cheap manner in which the best of acreage is obtainable in this land of promise, gathers his wife and hopefuls, his dog and duds, a jackass and a peck o' peas, and gets ready "to

start to commence to begin" to do things. For the God-given privilege of getting a realm of land nearly as big as his king had back in the fatherland he is willing to live in a shack fashioned by his own hands and taken from nature's bill of materials. He knows his hardships and his denials will grow less every year, and that in time they will be transformed into prosperity, even wealth, and the satisfaction that goes with proprietorship.

Only those Americans who see things as the shrewd foreigner does are getting back on the land and are remaining there. The place for high-collared farmers, if there is any, is on government experimental farms and college campuses. The fellow who takes the best bargains in raw lands from the real estate men and goes out on it determined to improve it and improve with it is the sort who will make the back-to-the-land movement all that honest realty men and students of economy wish it to be.

J. L.

## WORKMEN'S COMPENSATION ACT FOR STATE OF NEW YORK

**Provisions of Law:**

The hazardous employment covered by the new act include practically all occupations except domestic service, farm labor and mercantile employment. Provision for assuring the payment of compensation to employees is provided for in three ways, by insurance in the State fund provided for this purpose; by insurance in any stock or mutual company authorized to write workmen's compensation insurance in this State, and self-insurance under conditions to be prescribed by the Workmen's Compensation Commission. The mutual insurance idea, which was at first believed to be the best solution—that is, an insurance formed by those employed in a similar line of business—has not resulted as expected. About thirty or forty were organized, but for one reason or another they have practically been dissolved.

Negligence, or contributory negligence does not enter under this act.

Notice must be given 10 days after injury or 30 days after death.

Medical services must be furnished for 60 days.

No more than 66 2/3 per cent for permanent injury. The foregoing payments may not be less than $5.00 nor more than $15.00 per week.

Funeral services should not exceed $100.00.

Non-resident aliens are entitled to benefits.

Employees should submit to physical examination.

The commission has sole power of hearing claims, and appeals are taken to the Appellate Division, Third Department.

## CHIEF PROVISIONS OF STATE LAW THAT BENEFITS WORKMEN

Provisions of the New York State Workmen's Compensation Law, which make employers liable for the payment of higher amounts than in any other State in the country.

The maximum amount to be paid for the death of an employee to his dependents is $5,000, and for permanent disability, 66 2/3 per cent of his weekly wages for life.

A person whose weekly wage is $18 would receive for partial disability amounts approximately as follows:

| | |
|---|---|
| Loss of arm | $3,744 |
| Loss of foot | 2,460 |
| Loss of big toe | 456 |
| Loss of other toes | 192 |
| Loss of thumb | 720 |
| Loss of eye | 1,538 |
| Loss of leg | 3,096 |
| Loss of hand | 528 |

In cases of permanent partial disability the employer must pay 66 2/3 per cent of the weekly wage for the following periods:

Thumb, 60 weeks; first finger, 46; second finger, 30; third finger, 25; fourth, 15; hand, 44; arm, 312; foot, 205; leg, 288; eye, 128; big toe, 18; other toes, 25.

For case of temporary total disability 66 2/3 per cent of employee's weekly wage will be paid, but not in excess of $3,500.

*Thirty-one States have compensation laws.*

## REAL ESTATE LAW.

### By Abraham Stern.

The eagerness of the broker to effect a sale ofttimes makes him lose sight of the first necessary step to be taken to insure his compensation. The employment of a broker in case of a dispute must be proved either by a direct employment or by proof of such circumstances as will imply a contract of employment. It is not enough for a broker to go to an owner and tell him that he has a customer willing to purchase his property, get the terms and price and then proceed to effect the sale.

It may be laid down as a general rule that any act upon the part of the owner recognizing the claim is sufficient to raise the presumption of an implied contract to pay.

Proof of a general custom on the part of owners to pay commissions in the absence of an express contract, so to do, is not sufficient to establish the liability of the owner. Such a custom cannot fasten upon a property owner any liability as the employer of a broker simply because he consents to sell his property to someone and is induced to sell it through the agency of the broker without any request expressed or implied on the part of the owner. In undertaking negotiations get an unequivocal promise to pay the commissions.

### Get It in Writing.

Assuming that the broker has received an expressed promise, he is met with the further obstacle that the owner never authorized the broker in writing to offer the property.

A card or other memorandum upon which the owner has set forth the price, terms and

dimensions, however informal, will be sufficient, without setting forth in express terms the authorization.

**What Efforts Entitle Compensation.**

Having obtained the written authority, what steps must the broker next take to earn his commission?

It is of the utmost importance, in order to save future trouble and litigation, to get all of the particulars affecting the parcel to be sold definitely and positively. These consist, in the first place, of the ownership; next, the dimensions of the parcels; third, restrictions, if any, affecting the property, and, fourth, the terms of sale.

It is a fundamental principle of law that the broker must be the procuring cause of the sale; that he must bring the minds of the seller and purchaser together, and that through his efforts they have agreed upon all the terms and conditions imposed by the vendor. Having accomplished this, he is entitled to his compensation, even if the sale is not consummated by reason of any act or fault of the principal.

While a contract for the sale of real estate to be binding must be in writing, yet an agent who has been authorized to make the sale at a certain price earns his commission when he has procured a purchaser ready and willing to purchase at the terms fixed, with whom the vendor refuses to contract or to whom he refuses to convey upon payment. It is indispensable that the minds of the contracting parties should meet before the broker is entitled to commission.

**When the Owner Changes His Mind.**

The broker is never entitled to commission for unsuccessful efforts. The reward comes only with success. He may have introduced to each other parties who other-

wise would never have met; he may have created impressions which under later and more favorable circumstances naturally lead to and materially assist in the consummation of a sale; he may have planted the very seeds from which others reap the harvest, but all that gives him no claim.

It is part of his risk that, failing himself and not successful in fulfilling his obligations, others might be left to some extent to avail themselves of the fruit of his labors. In such a case the principal violates no right of the broker by selling to the first party who offers the price asked, and it matters not if the sale is to the very party with whom the broker had been negotiating. This, however, must be taken with one important and necessary limitation.

If the efforts of the broker are rendered a failure by the fault of the employer; if capriciously he changes his mind after the purchaser, ready and willing and consenting to the prescribed terms, is produced, or if the latter declines to complete the contract because of some defect of title in the ownership of the seller, then the broker does not lose his commission.

One other principle underlying the relationship of owner and broker is, where no time is fixed for the continuance of the employment, either party is at liberty to terminate it at will, subject only to the ordinary requirements of good faith. Usually the broker is entitled to a fair and reasonable opportunity to perform his obligations, subject to the right of the seller to sell independently.

This right having been granted him, the right of the owner to terminate the employment is absolute, except that he may not do so in good faith and as a mere device to de-

prive the broker of the fruits of his labor. Thus, if in the midst of negotiations, and the seller should revoke his authority, with the view of concluding the bargain himself and avoiding the payment of commissions, it might well be said that the due performance of the contract was prevented by the principal.

### Presence Not Necessary.

The broker may just as effectually produce and create the agreement of sale, though absent when it is completed, and taking no part in the arrangements of the final details, but it must be through his efforts that the deal is closed.

If the agent makes any material misrepresentations, as for instance, the amount of rent, or any other statement which the purchaser relies on and is induced to purchase the property by reason thereof, and such misrepresentations should turn out to be untrue, the purchaser is entitled to relief and if he has entered into a contract may rescind the same, and if the deed has been delivered and the deal consummated, is entitled to have the sale cancelled and be restored to his original position. And this is so whether the representations were wilfully made, or whether innocently made without proper knowledge upon the part of the agent, and it makes no difference that such representations were made without the authority of the principal or even without his knowledge, no matter how innocent the seller may be of any fraud or guilty knowledge.

If an agent acts adversely to his employer in any part of the transaction, or omits to disclose any interest which would naturally influence his conduct in dealing with the subject of employment, it amounts to such a

fraud upon the principal as to forfeit any right to compensation for services.

It is an elementary principle that an agent cannot take upon himself incompatible duties or act in a transaction in which he has adverse interest or employment. In such a case he must necessarily be unfaithful to one or the other, as the duties which he owes his respective principal are conflicting and incapable of faithful performance by the same person.

If the broker is the owner himself or has an interest in the property which he offers, he cannot claim any compensation. And if he is in reality the purchaser, although the transaction is done through a third person, the owner, upon obtaining the truth, may rescind, and the broker forfeits all compensation.

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The foregoing is a condensation of a chapter by Mr. Stern in "Practical Real Estate Methods," and is republished in part by special permission of the West Side Y. M. C. A. and Doubleday, Page & Co., publishers of the book.

## HOW TO ORGANIZE A BUILDING AND LOAN ASSOCIATION.

The plans and methods of organizing a building association have undergone great changes in the last few years. The payment of wages, semi-monthly or weekly, has become almost universal in American industry. Keeping step with this change, building associations very quickly adjusted

their plan, and instead of requiring payments on association stock and loans to be made monthly, as originally provided, semi-monthly or weekly payments were soon provided by building associations, to correspond with their members' pay-days.

While it is no longer necessary that the membership in building associations should be restricted to individuals drawing regular wages at regular intervals, it is highly desirable that the community in which a building association is organized should have a considerable portion of its citizens thus engaged.

Building associations have so increased in number in some cities that there is serious competition among them. Where numerous associations already exist, the question should be carefully considered as to whether there is a real need or demand for another.

**Preliminary Steps.**

Very great care should be given to the first steps taken toward the organization of an association. Unless a good foundation is laid in the beginning, the enterprise cannot be assured of success. Take, for example, the organization of an association in a town which has none. If it is a live, prosperous community with a fair proportion of working men earning regular wages in firmly established and permanent industrial concerns, of which there should be several; a community furthermore, surrounded by a prosperous agricultural community, commanding a mercantile trade of reasonable volume, this would be a very proper one in which to organize and operate a building association.

Great care must be taken to have only trustworthy men connected with the organization of such an association, as well as conducting it through all its progress.

When the proper persons have been interested in the movement, it is usual for them to attach their names to an agreement to share equally in the liabilities for the preliminary expenses, such as advertising, rent for place of meeting, blank books, forms and supplies. A public meeting should then be called for in some convenient and respectable place. At this meeting temporary officers should be chosen. These consist usually of a chairman, a treasurer, a secretary, and an attorney. These should be persons of position and influence in the community, who have had some experience conducting public meetings. Someone should be present at such a meeting who is able and prepared to make a clear explanation of the plans, purposes, and workings of a building association. In case no one in the community is available who has had sufficient experience to properly present the subject, it would be highly desirable to secure the services of an expert from some other community who could properly present this subject.

It should be made plain that such an association is not an individual enterprise, but is a community proposition, in which every member of the community has a vital interest.

It may not be possible at the first meeting to determine finally as to the advisability of attempting to organize an association. The meeting may decide to appoint solicitors to make a preliminary canvass so as to discover the possibility of securing a sufficient number of members to justify the attempt. For this or other satisfactory reasons it may be necessary to hold several preliminary meetings before attempting a permanent organization. Care should be exerted in keeping the preliminary expenses

as low as possible. In many communities the Board of Trade, Chamber of Commerce, Rotary Club, or other similar organization of business men, and sometimes a combination of these, interest themselves in the organization of such an association and supply the funds to pay the expenses of the preliminary organization, and the procurement of the books and supplies for the association, so that it may begin business without requiring expenses of this character to be paid for from association funds.

### Choice of Name.

When the organization of a building association has been finally decided, one of the first things to be done is to choose a name for the institution. In making this choice the following matters must be borne in mind:

First: The name must, in its form, correspond to the requirements of the statute under which the association is organized.

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How to organize and successfully conduct them, containing constitution and by-laws, forms and descriptions of books, blanks and papers, by Henry S. Rosenthal. 500 pages. Large octavo-revised and enlarged edition, cloth. $7.50 postpaid. For sale by T. J. Carey & Co., 143 W. 96th Street, New York.

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